



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA10-107**

1. Agenda Item Number:

52

2. Council Meeting Date:
December 10, 2009

TO: MAYOR & COUNCIL

3. Date Prepared: November 24, 2009

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award a Construction Manager at Risk contract to Achen-Gardner Engineering, LLC for South Arizona Avenue Improvements, Project No. ST0721-401:

With Schedule Option 1, in an amount not to exceed \$10,226,034.11; or

With Schedule Option 2, in an amount not to exceed \$10,625,349.53.

6. RECOMMENDATION: Staff recommends that Council award a Construction Manager at Risk contract to Achen-Gardner Engineering, LLC for South Arizona Avenue Improvements, Project No. ST0721-401:

With Schedule Option 1, in an amount not to exceed \$10,226,034.11; or

With Schedule Option 2, in an amount not to exceed \$10,625,349.53.

7. BACKGROUND/DISCUSSION: In 2006, the Chandler City Council adopted the South Arizona Avenue Corridor Plan. The plan established new development guidelines for the area along Arizona Avenue, which will serve to link the historic downtown to the Santan Freeway. As a result, the City identified this major project to improve Arizona Avenue by developing a unified aesthetics theme south to the freeway; creating new urban open space and aesthetic corridors; improving sidewalk pedestrian zones to promote safety and pedestrian access to the new commercial development; constructing new streets to facilitate neighborhood access and connectivity; and replacing antiquated water, sewer, and storm drain utilities in roadway corridors.

The project includes the installation of new streetscape and improvements to Arizona Avenue from Chandler Boulevard to Frye Road. A future project will be for the construction of a new Washington Street from Fairview Street to Pecos Road, providing a corridor for residential and pedestrian traffic from downtown to commercial areas near the freeway.

A number of additional scope items have been added to the project that increased the cost beyond the conceptual estimate of \$9.6 million. LED street and pedestrian lighting cost more up front but use less power over the long term. A new traffic signal (instead of simply pre-plumb) at Chicago Street in front of City Hall is cheaper to install with this project since the contractor will already be on site. Aesthetic and operational items like refurbishing the towers and consolidating the APS power pedestals in A.J. Chandler Park are also included. Achen-Gardner is also including additional work in front of the City Hall site to create an attractive transition from the streetscape to the building façade. A small allowance is included for foundations for the downtown signage and informational kiosks; however, since this item is still being refined by the team and the downtown business owners, a future change order will be required to complete this task.

Some scope items were given consideration but trimmed back or eliminated in the final price. Extensive use of pavers was planned for the intersections at Frye and Chicago (with the existing pavers in Buffalo and Boston to be replaced with new); this has been reduced to pavers in crosswalks only. A water feature at the northwest corner of Arizona and Boston and a pedestrian node/ramada south of City Hall were taken out. Structural soil was considered for use around the street trees to enhance growth and provide a sturdy sub-base for the sidewalk and driveways, but more cost-effective techniques are available. The elimination of these components saved over \$1.5 million in the final cost.

City staff worked with the contractor to develop two options for the construction schedule. These options were based on feedback provided by City Council and the downtown business owners. Option 1 has a total construction duration of 8 months and consists of four phases of work:

- 1) The first phase, lasting about 1 ½ months, will install, extend, and relocate underground utilities throughout the half mile corridor. This is targeted work that will require localized traffic control only at those locations where work is occurring. Under Option 1, this utility phase will be constructed during the daytime.
- 2) The second and third phases, with a total duration of 6 months, will construct improvements along the entire corridor from Chandler Blvd to Frye Road. Traffic will be restricted to one lane in each direction for the duration. Specifically, phase 2 will move traffic to the inside while the sidewalk, on-street parking, bike lanes, and outside through lane are constructed. Phase 3 will move traffic to the new outside lane while the center of the roadway is constructed. Under Option 1, these two phases will occur primarily during the daytime with a small amount of night work.
- 3) The fourth phase, lasting about two weeks, will mill and overlay the asphalt surface throughout the corridor. This will be done during the day and require localized traffic control. This phase is essentially identical regardless of which option is chosen.

Option 2 has a total construction duration of 9 ½ months and consists of four phases of work:

- 1) The first phase, lasting about 2 months, will install, extend, and relocate underground utilities throughout the half mile corridor. This is targeted work that will require localized traffic control only at those locations where work is occurring. Under Option 2, this utility phase will be constructed primarily at night, and the work will be covered during the day, except for brief periods during work inspections.
- 2) The second phase has a 3 ½ month duration. This phase will construct the improvements from Boston Street to Frye Road. Traffic will be restricted to one lane in each direction within the work area. However, traffic to the north of Boston and south of Frye will be mostly unaffected, except for traffic control "tapers" to funnel vehicles down to one lane as they approach the work zone. The tapers will extend a few hundred feet to the north and south of the work zone.
- 3) The third phase has a duration of 3 ½ months. This phase will construct the improvements from Chandler Blvd to Boston Street. Again, traffic will be restricted to one lane in each direction within the work area.
- 4) The fourth phase, lasting about two weeks, will mill and overlay the asphalt surface throughout the corridor. This will be done during the day and require localized traffic control. This phase is essentially identical regardless of which option is chosen.

Both schedule options were presented to the downtown business owners. Option 2 was preferred by the businesses since the work between Buffalo and Boston Streets would take place primarily during the slower summer months. The primary concerns about Option 2 were the longer overall duration and the limited amount of night work. These two concerns are directly related and represent a careful balance. Working at night is feasible for some construction tasks, but other tasks are far more difficult at night, particularly aesthetic/finishing work. Work of all types takes longer at night and is less efficient due to time needed to move around light towers; additionally, delivery of certain construction materials, like concrete, is more costly and requires far more advance coordination at night. As a result of this greater inefficiency, the overall construction timeline is lengthened and the cost is increased compared to Option 1. However, City staff recommend Option 2 as a more desirable alternative for the downtown business owners. The attached maps show the work areas of each option during phases 2 and 3.

8. EVALUATION: The City's selection process was developed in accordance with state law for Construction Manager at Risk services. Staff solicited and received statements of qualifications from nine (9) interested contractors on January 27, 2009. The selection committee consisted of:

RJ Zeder, Public Works Director
 Joshua Plumb, PE, Engineering Project Manager
 Mickey Ohland, Park Development & Operations Manager
 Teri Killgore, Downtown Redevelopment Manager
 David DeLaTorre, Principal Planner
 Jose Mendez, Registered Contractor
 Charles Payne, Resident
 Vaughn Bennett, Observer
 Ray Dubois, Observer

The committee conducted interviews and discussions with Sundt Construction, Achen-Gardner Engineering, Valley Rain Construction, and Pulice Construction. Achen-Gardner Engineering, LLC was determined the best firm based on their qualifications, current and projected workload, and experience. The costs proposed for this project were comparable to staff estimates and historical pre-construction services prices.

9. FINANCIAL IMPLICATIONS:

	(Option 1)	(Option 2)
Cost:	\$10,226,034.11	10,625,349.53
Savings:	N/A	

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
411.3310.0000.6517.9GG613	General Obligation Bonds	South Arizona Corridor	FY07/08	\$10,226,034.11 or \$10,625,349.53

10. PROPOSED MOTION: Move that Council award a Construction Manager at Risk contract to Achen-Gardner Engineering, LLC for South Arizona Avenue Improvements, Project No. ST0721-401:

With Schedule Option 1, in an amount not to exceed \$10,226,034.11; or
 With Schedule Option 2, in an amount not to exceed \$10,625,349.53,

and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Maps, Contract

APPROVALS

11. Requesting Department

 FOR
 Daniel W. Cook, Deputy Public Works Director

12. City Engineer

 FOR
 Sheina Hughes, Assistant Public Works Director/City Engineer

13. Department Head

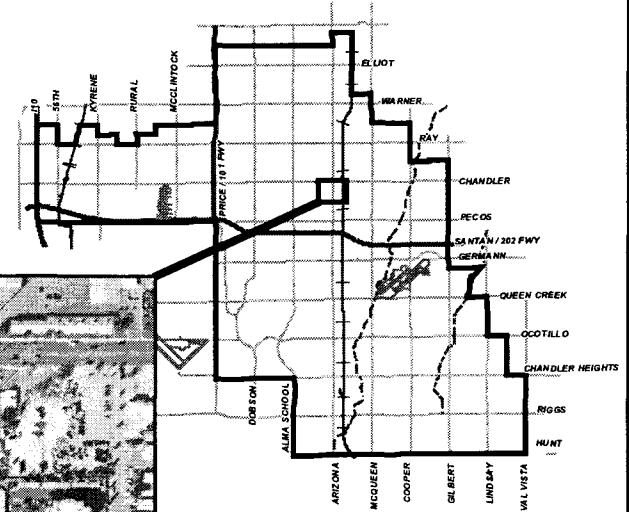
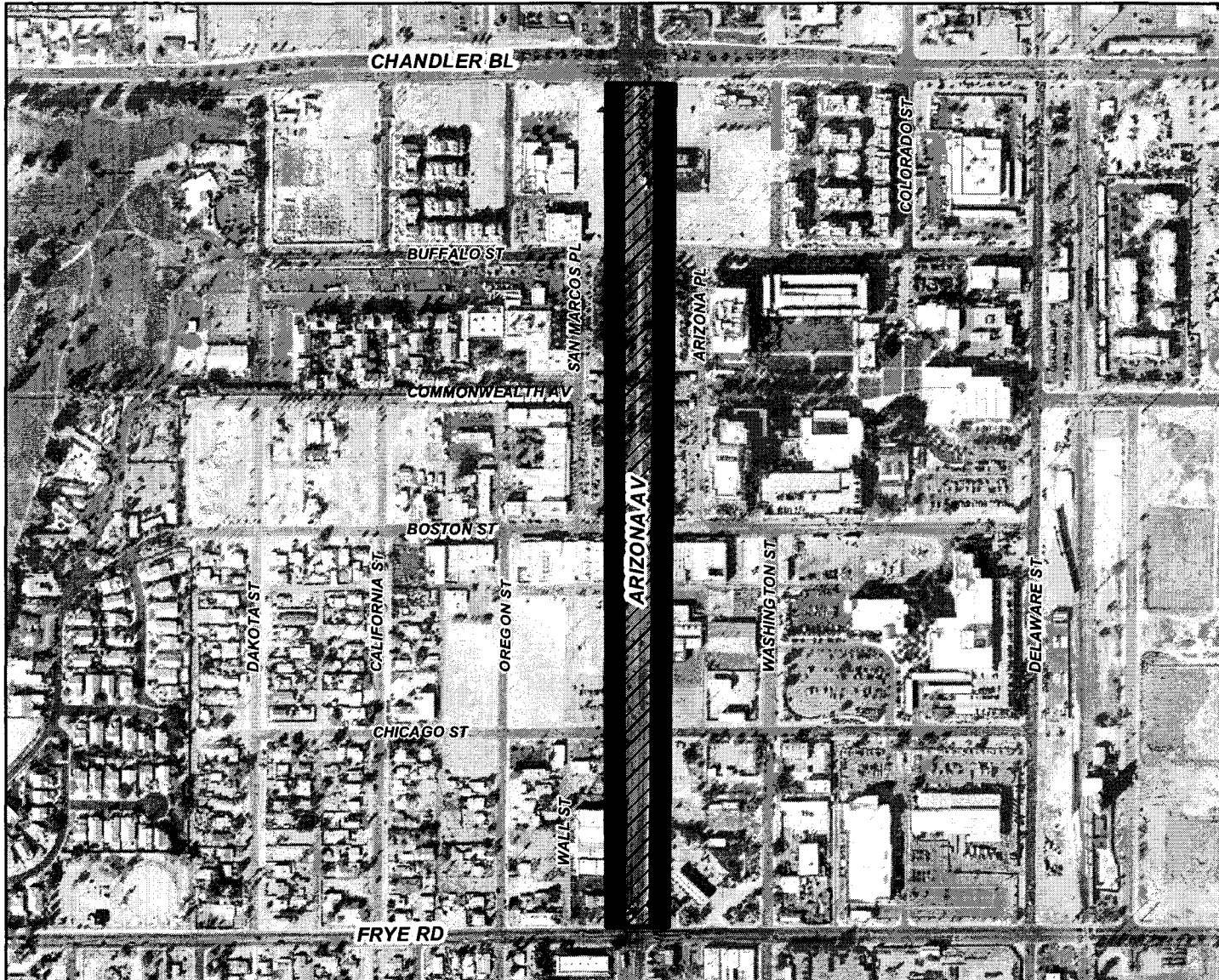
 FOR
 R.J. Zeder, Public Works Director

14. City Manager


 W. Mark Pentz



SOUTH ARIZONA AVE IMPROVEMENTS WITH SCHEDULE OPTION 1 PROJECT NO. ST0721-401

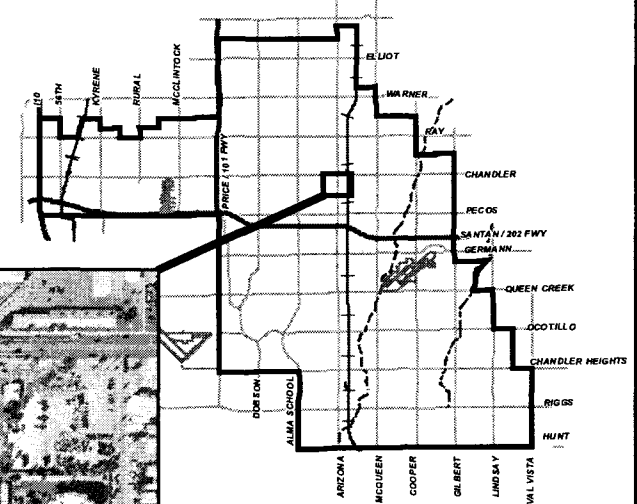


MEMO NO. CA10-107





SOUTH ARIZONA AVE IMPROVEMENTS WITH SCHEDULE OPTION 2 PROJECT NO. ST0721-401



MEMO NO. CA10-107



**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION CONTRACT**

PROJECT TITLE: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
PROJECT NO: ST0721-401

This CONTRACT is made this day of , 20 , by and between the City of Chandler, 215 E. Buffalo Street, Chandler, Arizona 85225, (hereinafter referred to as "CITY,") and Achen-Gardner Engineering, LLC, limited liability company licensed to do business in the State of Arizona (hereinafter referred to as "CM@RISK.")

CITY and CM@RISK, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. ARTICLE ONE – CITY'S STANDARD CONSTRUCTION GENERAL CONDITIONS

The City's General Conditions for Construction Contracts are incorporated herein by reference and the parties agree to be bound by all provisions therein. If any of the provisions of the contract conflict with the City's General Conditions for Construction Contracts, the parties are bound by the General Conditions. For the purposes of this Agreement, references to CONTRACTOR and to CM@RISK in said General Conditions refer to CM@RISK herein.

2. ARTICLE TWO – DEFINITIONS

Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. CM@RISK is the CONTRACTOR as defined in said General Conditions.

2.1. "Construction Allowance Items" means those items included in the GMP as allowances, which items shall be paid based on the actual cost to CM@RISK as described in the City's General Conditions for Construction Projects, Subsection 12.4., provided, however, no overhead or profit shall be included in the item as these are paid separately. The actual amounts paid for Allowance items shall be included in the Contract Price Subtotal by which the percentage for the Contractor's fee for overhead and profit is multiplied.

2.2. "Guaranteed Maximum Price" (GMP) means the maximum amount to be paid by the City to CM@RISK for the performance of the Work which shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein.

3. ARTICLE THREE – CM@RISK – FIDUCIARY DUTY

3.1. This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this construction project.

3.2. CM@RISK is the CITY's fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).

3.3. This project is an "open book" project. CITY is entitled to attend any and all meetings, and CITY shall have access to any and all records of CM@RISK or maintained by CM@RISK relating to the Project.

4. ARTICLE FOUR – WORK

4.1. CM@RISK shall perform all work necessary to complete the Project described herein. The Project is known as and is hereinafter referred to as, CITY PROJECT NO. **ST0721-401** and is described as follows: construction of SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS described in the Contract Documents and including the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein. Each item shall be completed with all necessary connections, testing, painting and related work accomplished to provide for the satisfactory use and/or operation of the item.

4.2. CM@RISK shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

5. ARTICLE FIVE – CITY'S REPRESENTATIVE

5.1. CITY has appointed a CITY'S REPRESENTATIVE (sometimes referred to as CITY REP and sometimes known as the Owner's Representative or Construction Manager) to manage this Project and to represent the CITY on the Project site. The CITY REP will assume all duties and responsibilities and will have all rights and authority assigned to the CITY REP in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Any references in the Contract Documents, or other pertinent documents, to the Engineer or Project Engineer shall mean the CITY REP.

5.2. The CITY'S Representative is Tim Krawczyk

6. ARTICLE SIX - CONTRACT TIME

6.1. Completion time. The Work shall be substantially complete within **Two Hundred Forty (240)** days after the date when the Contract Time commences to run as provided in the Contract Documents, and all Work shall be finally completed and ready for final payment in accordance with the Contract Documents within **Two Hundred Seventy (270)** days after the date when the Contract Time commences to run.

6.2. CPM Schedule. CM@RISK shall submit to CITY, on or before the effective date of the Construction Contract, a Construction Progress Schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted as often as necessary to accurately reflect plans for completion of the work, but no less frequently than required in the Contract Documents.

6.3. Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payment as stated in the Contract Documents, are of the essence of the Contract.

6.4. No Waiver. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@RISK'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.5. Specific Waiver. CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

6.6. Material Breach. Failure of CM@RISK to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Agreement entitling CITY to terminate the Agreement unless CM@RISK applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

6.7. Written Extensions. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, or CITY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of CM@RISK's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Agreement entitling CITY to all the remedies set forth herein or provided by law.

7. ARTICLE SEVEN - LIQUIDATED AND SPECIAL DAMAGES

7.1. Liquidated Damages:

7.1.1. It is hereby agreed that the amounts per day set forth herein in paragraphs 7.1.2. are reasonable estimates of such damages, that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by CITY, and CM@RISK agrees to pay such liquidated damages as herein provided.

7.1.2. CITY and CM@RISK recognize that time is of the essence of this Contract and that CITY will suffer financial loss, in addition to and apart from the costs described in Paragraph 7.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Article Six, plus any extensions thereof allowed in accordance with the Contract Documents. CITY and CM@RISK also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CM@RISK agree that as liquidated damages for delay (but not as a penalty) CM@RISK shall pay CITY **Seventeen Hundred Eighty** dollars and no cents (**\$1780**) for each calendar day that expires after the time specified in Article Six for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@RISK shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension

thereof granted by CITY, CM@RISK shall pay CITY **Eight Hundred Ninety** dollars and no cents (**\$890**) for each day that expires after the time specified in Article Six for final completion and readiness for final payment.

7.2. Special Damages: In addition to the amounts provided for liquidated damages, CM@RISK shall pay CITY the actual costs reasonably incurred by CITY for the CITY REP, the Project Designer and for engineering and inspection forces employed on the Work for each day that expires after the time specified in Article Six for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is One Hundred Forty Eight dollars (\$148 per) hour. The rate for work by the Project Designer for this Contract is One Hundred Ninety dollars (\$190) per hour. The rate for work by the CITY REP is One Hundred Ninety dollars (\$190) per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours

7.3. CITY may withhold and deduct from any payment due to CM@RISK the amount of liquidated damages, special damages, and other costs, such as CM@RISK'S failed testing costs or damages to other CITY property, from any moneys due CM@RISK under the Contract.

8. ARTICLE EIGHT - CONTRACT PRICE

8.1. Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) is the total amount payable by the City to Contractor for the complete construction of the Project. CM@RISK represents, warrants and guarantees to CITY that the total maximum cost to be paid by CITY for CM@RISK's complete performance of this Contract, including, without limitation, Final Completion of all Work, all services of CM@RISK under this Contract, and all fees, compensation and reimbursements to CM@RISK, shall not exceed the total amount of **Ten Million Two Hundred Twenty Six Thousand Thirty Four dollars Eleven cents (\$10,226,034.11)** ("Guaranteed Maximum Price"), as set forth in Exhibit B, attached hereto and incorporated herein by reference. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CM@RISK without reimbursement by CITY.

8.2. Guaranteed Maximum Price Components. The Guaranteed Maximum Price is comprised of the maximum amount payable by CITY for:

8.2.1. The Cost of the Work for full and complete performance of the Work to complete the Project as described herein. The items to be included in Cost of Work are those listed in Section 12.4 of the City's General Conditions for Construction Projects, except that no overhead and profit shall be included in the cost of work and shall be subtracted out of items listed in 12.4 A 5) c, and the items listed in 12.4.A 5) d and h are not included in the cost of the work. The Cost of the Work will be referred to as the Work Item Direct Costs. No additional payments will be made for any work included in and/or necessary for completion of the Project unless specifically noted and excluded from the GMP in the assumptions and clarifications of the GMP. Progress payments will be made based on the schedule of values, however, City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work.

8.2.2. A fee to CM@RISK for Overhead and Profit which has been estimated for inclusion in the GMP to be the amount of **Seven Hundred Sixty Four Thousand Six Hundred Fifty One dollars Thirteen cents (\$764,651.13)** ("CM@RISK's Fee"). This fee shall be determined by multiplying the agreed upon percentages listed in the GMP by the Work

Item Direct Costs less the amounts listed for Contractor's General Conditions. This CM@RISK's Fee shall be the CM@RISK's sole and exclusive compensation for all costs not included in Subsections 8.2.1 or 8.2.3 herein and for those costs and expenses listed in Subsection 12.4 B and 12.5 of the City's General Conditions for Construction Projects, and is inclusive of all overhead and profit arising out of or relating to the CM@RISK's Work.

8.2.3. Reimbursement to CM@RISK by CITY for the cost of insurance, bonds and taxes actually incurred by CM@RISK for this Project.

8.2.4. The Guaranteed Maximum Price is further broken down into line items and categories on Exhibit B attached hereto.

8.3. Quantities. The quantities set forth in the GMP are used only for the purpose of substantiating and demonstrating the basis for the GMP submitted by CM@RISK and are not a part of this Contract nor any guarantee by CITY. CM@RISK shall install and perform such quantities as necessary to complete the Project in accordance with the Project description and the Contractor agrees to perform all of the Work for costs plus fees and reimbursements described herein, not to exceed the Guaranteed Maximum Price, regardless of whether or not the items or units are decreased or increased.

8.4. Cost Overruns. CM@RISK shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from CITY. CM@RISK is not entitled to any fee, payment, compensation or reimbursement under this Agreement or relating to the Work or Project other than as expressly provided in this Article 8.

8.5. Inferable Work (intent of the Project). CM@RISK agrees that the scope of the Guaranteed Maximum Price includes Work not expressly indicated on the Contract Documents, but which is reasonably inferable from the Project description and/or Contract Documents, or consistent therewith, and such Work shall be performed by CM@RISK without any increase in the Guaranteed Maximum Price.

8.6. Allowances. The GMP includes some work items with the cost listed as an allowance. Allowances are to be used specifically for the areas of work defined in the Contract Documents; provided however,

8.6.1. If the designated work is completed for less than the allowance, the surplus will revert to the project construction contingency.

8.6.2. If the designated work requires more than the allowance, the additional funds will be allocated by the CITY with assistance from CM@RISK within the GMP by transferring excess from other allowance items, value engineering or using less expensive means, methods or components or as a last resort reducing the scope of the Project.

8.6.3. A running balance sheet will be kept concerning the various allowances so that monies can be floated among the allowances to maintain the integrity of the overall GMP. Thus, savings in one area of work will be available to offset overruns in another area of work specifically associated with these allowances.

8.7. Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which shall be readily available for increased costs for subcontractors, material

and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of CITY, to reimburse CM@RISK for unexpected costs due to (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) unforeseen field conditions but only as defined in Subsection 4.3 of the City's General Conditions for Construction Projects; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere and (g) implementation of any Recovery Plan. Cost for which CM@RISK desires to be paid from the Construction Contingency shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. If agreed to by CITY, a "Use of Contingency" form shall be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency shall belong to the CITY and shall reduce the GMP.

8.8. Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the CITY (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. CITY shall provide CM@RISK with a Work Change Directive authorizing CM@RISK to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs shall be in amount mutually agreed upon by CM@RISK and CITY or shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. Any amount not used in the Owner's Contingency shall belong to the CITY and shall reduce the GMP.

8.9. Reduction of the Work. If CITY elects to have a party other than CM@RISK, or one of CM@RISK's Subcontractors, perform the Work related to an Allowance Item or other portion of the Work, or otherwise eliminates or reduces the scope of an Allowance Item or other portion of the Work, the Guaranteed Maximum Price shall be reduced by the Allowance Amount for any such Allowance Item or the budgeted amount in the Guaranteed Maximum Price for such item, and such amount shall be excluded from the Work Item Direct Costs upon which the CM@RISK's Fee is calculated.

8.10. Taxes. CM@RISK shall pay all existing and future applicable Federal, State and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with the performance of the Work. In the event CM@RISK is obligated to pay any new or increased taxes or duties arising after the date hereof, the amount of such new or increased taxes shall increase the Guaranteed Maximum Price pursuant to the Change Order provisions of this Agreement as set forth in the General Conditions. In the event CM@RISK receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the Guaranteed Maximum Price pursuant to the Change Order provisions of this Agreement.

9. ARTICLE NINE - PAYMENT PROCEDURES

9.1. Schedule of Values. Before the first application for Payment, CM@RISK shall submit to CITY, and the parties shall agree upon, a Schedule of Values, setting forth the various portions of the Work, and the costs listed in the Guaranteed Maximum Price allocated to each such portion of the Work. The Schedule shall be used as a basis for reviewing the contractor's applications for payment and as a basis for progress payments. The Schedule of values shall be updated as actual costs become known to accurately reflect the cost of the work. City reserves

the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work. At Project completion and prior to final payment the parties will reconcile the schedule of values with the actual costs in accordance with provisions in Article Eight herein to determine the final payment.

9.2. Applications for Payment. CM@RISK shall submit completed Applications for Payment in accordance with the Contract Documents. No payment application will be considered complete unless it is accompanied by an updated Construction Progress Schedule and a certification that the on-site, red lined, as-built drawings are up to date. Completed Applications for Payment will be processed by CITY REP as provided in the Contract Documents.

9.3. Waiver of Claims at Final Payment. Acceptance of Final Payment by CM@RISK shall constitute a waiver of affirmative claims by CM@RISK except those previously made in writing and identified as unsettled at the time of Final Payment.

9.4. Retention. Prior to Substantial Completion, progress payments will be made in the amount equal to the percentages indicated below, but in each case less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE may determine, in accordance with the General Conditions or other provisions of the Contract Documents.

9.4.1. To insure the proper performance of the contract CITY shall retain ten per cent (10%) of the amount of each approved progress payment until the Work is fifty percent (50%) complete.

9.4.2. When the Work is fifty percent (50%) complete as measured by the schedule of values and approved by CITY REP, one-half of the amount retained under the ten percent (10%) retention provision, shall be paid to CM@RISK, provided CM@RISK is on schedule for project completion and is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, CITY shall retain five percent (5%) of each approved progress payment providing CM@RISK is on schedule for project completion, is making satisfactory progress on the Work, except that if at any time CITY determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to such determination

9.4.3. In lieu of retention, CITY will, at the option of CM@RISK, accept security as provided in ARS § 34-221.

9.5. CITY may withhold and deduct from each progress payment and final payment an amount equal to CITY'S estimate of the liquidated damages then due, or that would become due based on CITY'S estimate of late completion of the Work, provided CM@RISK fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule slippage.

9.6. Final Payment: Upon final completion and acceptance of the Work and upon compliance with all other terms and conditions of the Contract Documents, CITY shall pay the remainder of the Contract Price, including retainage withheld, less such deductions as may be withheld to cover claims in accordance with state law and the Contract Documents, and to cover liquidated and special damages and other charges owing to CITY.

10. ARTICLE TEN – CHANGES TO CONTRACT GMP

10.1. Changes to Scope. CITY reserves the right to change the scope of the Project by adding or deducting work to be performed by CM@RISK under this Contract. Increases to the scope of work to be paid for out of the Owner's Contingency shall be documented by a Work Change Directive. Deductions from the work and additions after the Owner's Contingency has been exhausted shall be documented by a Change Order executed by both parties.

11. ARTICLE ELEVEN - CM@RISK'S REPRESENTATIONS

As part of the inducement for CITY to enter into this Contract, CM@RISK makes the following representations:

11.1. CM@RISK was a member of the Design Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.

11.2. CM@RISK has examined and carefully studied the Contract Documents (including any Addenda) and other related data identified in the Bidding Documents, including "technical data" and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

11.3. CM@RISK has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@RISK and safety precautions and programs incident thereto. The reports and drawings available to CITY are listed in the Supplementary Conditions. CM@RISK acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@RISK's purposes. CM@RISK acknowledges that CITY and CITY'S REP do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein with respect to Underground Facilities at or contiguous to the site. CM@RISK acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.

11.4. CM@RISK has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

11.5. CM@RISK has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@RISK does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

11.6. CM@RISK has correlated the information known to CM@RISK, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.

11.7. CM@RISK has given CITY REP written notice of all conflicts, errors, or discrepancies that CM@RISK has discovered in the Contract Documents, and the written resolution thereof by CITY is acceptable to CM@RISK, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CM@RISK assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a reasonable Contractor, participating in the Design Process as the Construction Manager at Risk would have discovered.

12. ARTICLE TWELVE – CONTRACT DOCUMENTS, DRAWINGS AND ADDENDA

The Contract Documents which comprise the entire agreement between CITY and CM@RISK concerning the Work consist of those listed below. There are no Contract Documents other than the following:

12.1. This Contract

12.2. The project Design, Engineering and Specifications entitled: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS Project No. ST0721-201

12.3. The Drawings, comprised of a set entitled: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS Project No. ST0721-201

12.4. Performance Bond and Payment Bond.

12.5. The approved Construction Schedule (CPM).

12.6. General Conditions (pages 1 to 55, inclusive).

12.7. Notice to Proceed.

12.8. Approved Construction GMP and attached Assumptions

12.9. CM@RISK'S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items.

12.10. The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

- A. Written Amendments;
- B. Work Change Directives;
- C. Change Order(s).

13. ARTICLE THIRTEEN – BONDS

CM@RISK shall furnish Payment and Performance bonds, each in an amount at least equal to the Contract Price, as security of the faithful performance and payment of all CM@RISK'S obligations under the contract documents. Exhibit C and Exhibit D attached hereto and incorporated in by reference.

14. ARTICLE FOURTEEN – INSURANCE

14.1. General Requirements:

- A. CM@RISK, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CM@RISK may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CM@RISK.
- E. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CM@RISK's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CM@RISK's acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CM@RISK. CM@RISK shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CM@RISK to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will not be accepted except with permission of the Management Services Director/designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CM@RISK with reasonable promptness in accordance with the CM@RISK's information and belief.

- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CM@RISK until such time as the CM@RISK shall furnish such additional security covering such claims as may be determined by the CITY.

14.2. Proof of Insurance - Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CM@RISK shall furnish to CITY Certificates of Insurance, issued by CM@RISK's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CM@RISK, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CM@RISK of any deficiencies in such policies and endorsements, and such receipt shall not relieve CM@RISK from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CM@RISK's obligations under this Agreement.

14.3. Required Coverage

Such insurance shall protect CM@RISK from claims set forth below which may arise out of or result from the operations of CM@RISK under this Contract and for which CM@RISK may be legally liable, whether such operations be by the CM@RISK or by a Sub-consultant or subCM@RISK or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CM@RISK's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CM@RISK's employees;
- D. Claims for damages insured by usual personal injury liability coverage;

- E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the CM@RISK's obligations under the Indemnification Agreement;
- I. Claims for injury or damages in connection with one's professional services;
- J. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included;

14.3.1. Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CM@RISK's operations and products, and completed operations.

14.3.2. General Liability - Minimum Coverage Limits

- A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CM@RISKs, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.
- B. Automobile Liability: CM@RISK shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CM@RISK's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

14.3.3. Worker's Compensation and Employer's Liability:

CM@RISK shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CM@RISK's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, CM@RISK will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CM@RISK.

14.3.4. Builders' Risk (Property) Insurance:

CM@RISK shall purchase and maintain in force on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City of Chandler has an insurable interest in the property required to be covered, whichever is earlier. The insurance shall, at a minimum, cover the perils insured under the Insurance Services Office, Inc. (ISO) special causes of loss form CP1030, and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error. CM@RISK shall provide and maintain Builder's Risk insurance covering construction activities including but not limited to fire, extended coverage, vandalism and malicious mischief, theft, collapse, flood, with the coverage limit of not less than the contract value, less site preparation.

14.3.5. Construction Insurance:

CM@RISK shall provide and maintain construction insurance coverage listed below until the project is accepted by the City of Chandler which shall be written for 100% of the completed value covering the City of Chandler as the insured.

- A. For construction of new buildings: "Builders Risk Form" - all risk forms with an extension of buildings coverage to include personal property of others in the care, custody and control of the insured.
- B. For additions or repairs of existing buildings or structures: "Builders Risk Completed Value Form", covering CM@RISKs' interest in improvements, repairs, additions, alteration to completed buildings, and subject the coverages described in item A above.
- C. For construction of bridges, viaducts or similar structures: "Bridge Builders Risk Form", All Risk Contract.

15. ARTICLE FIFTEEN - INDEMNIFICATION

To the fullest extent permitted by law, CM@RISK shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of CM@RISK, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CM@RISK may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of

CM@RISK, its agents, employees or representatives to fulfill CM@RISK'S obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than CM@RISK, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. ARTICLE SIXTEEN - MISCELLANEOUS

16.1. Terms used in this Contract which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.

16.2. The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

16.3. CITY and CM@RISK each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.

17. ARTICLE SEVENTEEN – CONFLICT OF INTEREST

CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

18. ARTICLE - EIGHTEEN TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to CONTRACTOR specifying the termination date. Immediately after receiving such notice, CONTRACTOR shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

18. ARTICLE NINETEEN - COMPLIANCE WITH ARIZONA STATE PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan."

Contractor Immigration Warranty

To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

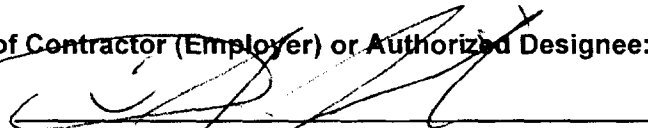
By completing and signing this form and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST0721-401 SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
Name (as listed in the contract): Achen-Gardner Engineering LLC
Street Name and Number: 550 S. 79th Street
City: Chandler State: AZ Zip Code: 85226

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: _____

Title: _____

Date (month/day/year): _____

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

This Contract will be effective on _____ of _____, 20____

CITY OF CHANDLER

CONSTRUCTION MANAGER AT RISK

MAYOR

Date

By: _____

Signature

ADDRESS FOR NOTICE

Printed or Typed

City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
Fax: 480-782-3355

ADDRESS FOR NOTICE
Achen-Gardner Engineering LLC
550 S. 79th Street
Chandler, AZ 88226
Phone: (480) 940-1300
Fax: (480) 940-4576

ATTEST:

ATTEST: If Corporation

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney by: _____

SEAL

EXHIBIT A
GMP ASSUMPTIONS AND CLARIFICATIONS

- 1) Re: Contract Article 7.1.2, Liquidated Damages – Damages will be assessed in accordance with applicable MAG Standard.
- 2) Re: Contract Article 8.2.3, Insurance Reimbursement – Insurance will be compensated for at a fixed percentage of 1.5% of Running Total #2 (see SOV Item No. 1003).
- 3) Re: Contract Article 8.5, Inferable Work - It is understood that the documents listed (i.e. plans, specifications, etc.) have been used to prepare this GMP. Item “descriptions” and “unit measures” included in Exhibits B and related Exhibits shall serve to assist in the clarification of and definition of the scope of work included under each Item of Work (i.e. Item No.). The cost associated with any changes, revisions, additions and/or deletions directed by the City of Chandler or its agents will be compensated for and funded through the Owner’s Contingency (re: Item No. 1008).
- 4) Re: Contract Articles 8.2.1 and 9.1, “actual cost” – It is understood that for all Work Items not denoted “Allowance”, the CM@Risk has developed Unit Prices (UP) that it feels reflect the actual cost of the work described. Any quantity over or under runs will be made based upon final measured quantities and these GMP UP’s.
- 5) Re: Contract Article 6.1, Completion Time –Achen-Gardner agrees to substantially complete the improvements as defined and qualified in this proposal within 244 calendar days.
- 6) GMP Schedule - Proposed Project Schedule, excludes logic associated with acquiring temporary construction easements or permanent right-of-way of any kind. This GMP Proposal assumes ALL right-of-way and easements required to construct the Project have been or will be acquired by City staff in time to maintain the Project Schedule as presented herein.
- 7) GMP Schedule - For the purpose of this contract, adverse weather conditions such as average days of rain per month, is assumed to be 1 each per month. A weather-related delay may be claimed on days where rainfall did not actually occur, but follows a day of heavy rain that has impacted the schedule. That is, the first eight (8) days (re: Option #1) of weather-related delays will not result in delays to the project schedule. If the project experiences additional weather-related delays beyond this amount, the Contractor shall be entitled to a commensurate extension of time associated with the delays and/or a GMP Price adjustment for additional costs associated with but not limited to General Conditions, accelerations, etc.
- 8) Re: Contract Article 11, CM@Risk’s Representations - This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried and/or overhead utilities not detailed in documents listed in and specifically defined on Exhibit B. Achen-Gardner does accept responsibility for protecting any existing utilities shown on the Project Plans that have been properly located/ identified by locators (i.e. Blue-stake).

- 9) Re: Contract Article 14.3, policy form CG00011093 or equivalent – This proposal is based on forms:
- CG 0001 1207 being “equivalent” as it relates to this Article and Commercial General Liability Coverage.
 - CA 0001 0306 being “equivalent” as it relates to this Article and Commercial Auto Liability Coverage.
- 10) Re: Contract Article 14.3.I, Professional Liability Coverage – CM@Risk excludes Professional Liability Coverage as it relates to this Construction Contract.
- 11) Re: Contract Article 14.3.1, Additional Insured, Form B, CG 20101001 or equivalent – This proposal is based on form CG 2010 0704 being “equivalent” as it relates to this Article.
- 12) Re: Item No. 1002, General Conditions – The quantity of 9 ½ months for Option #1 will be used to calculate partial payouts. This item's total price is subject to adjustment based on approved changes and/or extensions of time.
- 13) Re: Item No. 1005, Sales Tax (5.070%) has been calculated on the total costs associated with Running Total #4. Waterline Material Tax Credits (re: Item No. 1006) will be applied as they are administered.
- 14) Re: Item No. 1007, Construction Contingency – Estimate of Construction Contingency has been set at \$571,393.86. See Exhibit B2, Estimate of Construction Contingency, for related assumptions. These assumptions in no way qualify what the Construction Contingency can be used for. The parties intent to utilize Construction Contingency funds for possible material shortages and associated cost increases resulting from material price spikes, delays, and/or decreased efficiencies. Reimbursement under this Item will be based on documented time and material unless fixed unit prices are mutually agreed to.
- 15) GMP excludes all costs associated with COC permit & plan review fees, QA (i.e. inspection) costs, impact fees, utility company fees and/or any other permit or fee not detailed in Exhibit B and related Exhibits.
- 16) Specialty Subcontractors' Performance and Payment Bonds may be required by Achen-Gardner on this Project. Final approved Schedule of Values and Unit Prices will include costs associated with this requirement (re: Item No. 325).
- 17) Re: Hazardous Materials – GMP proposal excludes any and all costs associated with handling and/or disposing of hazardous wastes.
- 18) Re: Hard Dig – GMP proposal excludes any rock excavation requiring blasting and/or hydraulic breakers of any kind.
- 19) Re: Subcontractor and Supplier pricing - GMP based on Awarded Subcontractor and Supplier resource values and associated proposal/quote clarifications/inclusions/exclusions/qualifications.
- 20) Re: Contract Article 14.3.4 – CM@Risk will bill this item directly if the City requires it.

21) This GMP is based on the following documents:

- 60% plan set by Tristar – dated 10/08/09 – received by AGE 10/09/09.
- 60% project Special Provisions by Tristar – dated 10/08/09 – received by AGE 10/09/09
- Addendum No. 1 to 60% plans by Tristar – dated 10/21/09 – received by AGE 10/21/09
- Addendum No. 2 to 60% plans by Tristar – dated 10/23/09 – received by AGE 10/23/09
- Addendum No. 3 to 60% Special Provisions by Tristar – dated 10/26/09 – received by AGE 10/27/09
- Addendum No. 4 to 60% plans by Tristar – dated 11/04/09 – received by AGE 11/04/09
- Addendum No. 5 to 60% plans by Tristar – dated 10/31/09 – received by AGE 10/31/09
- Addendum No. 6 to 60% plans by Tristar – dated 11/02/09 – received by AGE 11/02/09
- Addendum No. 7 to 60% Special Provisions by Tristar – dated 11/02/09 – received by AGE 11/02/09
- 60% plan set by J2 – dated 11/16/09 – received by AGE 11/17/09
- Revised 60% plan sheet HS-01 by J2 – emailed by J2 on 11/17/09 – received by AGE 11/17/09
- 60% Special Provisions by J2 – emailed by J2 on 11/17/09 – received by AGE 11/17/09
- Schedule of Quantities by J2 – emailed by J2 on 11/17/09 – received by AGE 11/17/09

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
01	MOBILIZATION	<p>Includes the following based on one time basis:</p> <ul style="list-style-type: none"> • Preparation and grading (for control of rain water) of staging area, placement of construction entrance (rip rap). Set up and take down of project field office. Set up and take down of staging yard locations, to be used for construction equipment storage and stockpiling of project equipment, furniture and material. City of Chandler will provide; 200'x200' staging yard located at the NEC of Buffalo and Arizona Ave. 100'x100' staging yard located at the SEC of Chicago and Oregon, rent free for the duration of the project. AGE will fence the areas and return areas to as good or better condition at project completion. • Equipment Mobilization for construction of project.
02	SWPPP (ALLOWANCE)	<ul style="list-style-type: none"> • Allowance to provide; SWPPP program and plan, initial installation of SWPPP devices, required SWPPP inspections, documentation and maintenance.
03	CONSTRUCTION SURVEY & LAYOUT (including As-Builts)(ALLOWANCE)	<ul style="list-style-type: none"> • Initial project survey and controls. • Required project survey calculations and staking fees. • Includes re-staking fees. • Project As-Built Survey.
04	QUALITY CONTROL & MATERIAL TESTING (ALLOWANCE)	<ul style="list-style-type: none"> • Allowance based on required MAG test frequencies. With additional tests for phased working productions. • Allowance includes QC Tech on-site project hours, Engineer review and weekly project quality control reports.
05	MESSAGE BOARDS (ALLOWANCE)	<ul style="list-style-type: none"> • Message boards will be utilized only when requested by City of Chandler. Quantity assumes six (6) message boards for the duration of the project.
06	TRAFFIC CONTROL	<ul style="list-style-type: none"> • Traffic Control Item excludes installation and removal of any temporary pavement as well as temporary signals. • Excludes construction of detour roads.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
07	PEDESTRIAN MANAGEMENT TRAFFIC	<ul style="list-style-type: none"> • Use of 200' of pedestrian safety handrail on-site during project duration, for various locations as needed. • Pedestrian detours will use barricading, caution tape and pedestrian delineation signage, to route pedestrians across the street during phased construction. • Pedestrian sidewalk will be maintained on the west side of Arizona Ave. between Frye and Boston. Sidewalk access to Serrano's will be maintained on the east side of Arizona Ave. from Boston to Serrano's front door. • Pedestrian sidewalks between Boston and Buffalo will be closed on both east and west sides of Arizona Ave. Pedestrians will be detoured to Arizona Place and San Marcos Place respectfully. • Temporary pedestrian sidewalks will be maintained within a TCE, behind Right-of-way line, between Buffalo and Chandler Blvd. • Includes business access signage.
11	PUBLIC (ALLOWANCE) OUTREACH	<p>Scope only includes the following Services:</p> <ul style="list-style-type: none"> • Maintain & update web page that contains all pertinent project information. • Establish and maintain a hotline to respond to public concerns • Prepare a bi-monthly one-page flyers/notices of all construction activity updates to be distributed to the public • Excludes mailing cost of flyers/notices (performed by the City).
12 - 21	REMOVAL ITEMS	<ul style="list-style-type: none"> • Price is based upon all removals to be accomplished by others will be completed prior to start of our work (if applicable). • Cost includes trucking and dump fee's (all removal items) except where noted. • Removal cost for concrete pipe and existing 6" DIP hydrant laterals include 100% ABC backfill and all removal and disposal costs. • Where existing 6" DIP hydrant lateral pipe is to be removed it is assumed that the valves to remain are flanged to the 16" x 6" tee. If they are NOT, then shutdowns of the 16" will be required to plug those valves.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
14, 15	REMOVE EXISTING STREET PAVERS & EXISTING CONCRETE SUB-BASE	<ul style="list-style-type: none"> Item includes remove & salvage of existing pavers and delivery to City of Chandler facility. Existing 9" concrete sub-base will be removed to limits as shown on the plans.
17	REMOVE EXISTING SIDEWALK & EXISTING PEDESTRIAN PAVERS	<ul style="list-style-type: none"> Excludes displacement/damage of existing building facades caused by construction of façade(s) on top of existing sidewalk and removal of sidewalk under façade(s). It is assumed that the sub-base under the existing pedestrian pavers is ABC. Pricing excludes removal of slurry/concrete sub-base under existing pedestrian pavers. ABC will be left in place if lower than final subgrade elevation.
18	REMOVE EXISTING SITE FURNISHINGS	<ul style="list-style-type: none"> Includes the remove and salvage to AGE construction project yard. Disposal by AGE excluded. City to salvage from AGE yard. Site Furnishings include: park benches, park chairs, etc.
19	REMOVE /SALVAGE TREE GRATES	<ul style="list-style-type: none"> Includes removal of existing grates and delivery to City of Chandler McQueen Yard. Disposal is excluded.
20	REMOVE EXISTING CONCRETE AJ CHANDLER ENTRY MONUMENT SIGNS	<ul style="list-style-type: none"> Removal/salvage of lettering on monuments is included. City to salvage lettering from AGE yard. Disconnection of power (if applicable) at monuments is excluded. Removal of existing conduit and wiring is excluded.
22	MASS GRADING	<ul style="list-style-type: none"> Price is based upon Achen-Gardner being allowed to store excavated dirt within existing right-of-way (if applicable). The excess dirt not utilized in construction shall be disposed prior to contract completion time. Excludes over-excavation of roadway sections.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
25 - 27	ASPHALT PAVING ITEMS	<ul style="list-style-type: none"> • Price based upon asphalt being placed in single lift unless final thickness is greater than 3" then material will be place in (2) two lifts. • The quoted price for the Base Course is based on an average price for the asphalt @ \$37.00 per ton. • The quoted price for the Surface Course is based on an average price for the asphalt @ \$37.00 per ton. • If the price per ton should increase/decrease, the difference will be accounted for in the material price escalation contingency (i.e. Commodity Escalations, Item 1007.02 in Exhibit B2). • Remove and replacement of asphalt bid item is for installation of dry/wet utility crossings. Asphalt will be 10" thick (19mm) install on 8" ABC. Section thickness is based on average thickness on pothole report as agreed in weekly TriStar meeting with City staff in attendance.
34, 35, 37, 38 45, 46	CONCRETE ITEMS (C&G AND SIDEWALK)	<ul style="list-style-type: none"> • Sidewalk ramps are constructed of concrete not pavers and will be placed on native material. • The quoted price is based on an average price for the Class B Concrete @ \$49.50 per cubic yard. If the price per CY should increase or decrease, the difference will be accounted for in the material price escalation contingency (i.e. Commodity Escalations, Item 1007.02 in Exhibit B2). No material prices are extended beyond 12-31-10. This applies to all concrete. Excludes color concrete and/or exposed aggregate only were shown on plans. Otherwise color to be "standard concrete grey".

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION</u>
36, 39-41	CONCRETE ITEMS (VALLEY GUTTERS, APRONS, DRIVEWAYS & BUS BAYS)	<ul style="list-style-type: none"> The quoted price is based on an average price for the Class A Concrete @ \$51.00 per cubic yard. If the price per CY should increase or decrease, the difference will be accounted for in the material price escalation contingency (i.e. Commodity Escalations, Item 1007.02 in Exhibit B2). No material prices are extended beyond 12-31-10. This applies to all Class A concrete. ABC is excluded from Bus Bays (C-230), Valley gutter and apron sub-base and driveways. They will be placed on compacted native material. 6" ABC is included in the construction of C.O.C. detail C-231. Excludes colored/stamped concrete.
43, 44	PARK FENCING/ROLL GATE(ALLOWANCE)	<ul style="list-style-type: none"> Will be installed per J2 plans and spec's.
47 – 49	PEDESTRIAN LITHOCRETE PAVING	<ul style="list-style-type: none"> No work can occur in area around Lithocrete concrete for (1) one week once Lithocrete concrete is installed.
50	PEDESTRIAN BRICK PAVERS	<ul style="list-style-type: none"> Brick pavers to be installed on 1" sand on 6" of ½ slurry. Color of brick pavers to be specified by J2.
51, 52	BRICK STREET/CROSSWALK PAVERS	<ul style="list-style-type: none"> Brick pavers in intersections will be installed 1/4 intersection at a time (Frye, Chicago, Boston, Buffalo); Traffic/Pedestrian Table will be installed ½ at a time – (3) Traffic/Pedestrian Tables). Color/style of pavers to be specified by J2. Pavers will be set on 1" of sand, 1" of 2 sack sand slurry on 9" concrete subbase.. Scoring the existing 9" PCC before installation of 1" 2 sack sand slurry is excluded.
61, 62	REMOVE CONC. PIPE/CATCH BASINS	<ul style="list-style-type: none"> Price includes removal and haul off of pipe and catch basins. Pipe trench to be backfilled with ABC.
68	STORM DRAIN 18" RGRCP	<ul style="list-style-type: none"> 12" ABC backfill over pipe. Balance of backfill to be native material except for pipe perpendicular to centerline of street. That pipe will have 100% ABC backfill per City Engineer.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION</u>
81	1" WATER SERVICE	<ul style="list-style-type: none"> 1" service will be connected to new hydrant lateral. Each location is based on 20 LF of 1" copper installed. ABC will be placed (1) one foot above service line. Balance of backfill will be with native material confirm with City Engineer. 1" water meter is excluded. Permits of any kind are excluded.
80	RELOCATE FIRE HYDRANTS	<ul style="list-style-type: none"> Existing fire hydrants will be relocated per hydrant relocation schedule. New fire hydrants to be installed only where specifically called for.
75 - 78	SEWERLINE	<ul style="list-style-type: none"> Elimination of the storm drain/sewer conflict at sta 212+55 will require a complete closure of the east ½ of the roadway. Closure to be scheduled per approved traffic control submittal.
101	REMOVE/SALVAGE EXISTING PARK CORNER SIGNS	<ul style="list-style-type: none"> Copper signs on posts: Demo posts & foundations. Salvage to the City the copper sign panels. Salvage the lettering on the concrete monuments to the City. Demo the concrete monuments.
106 - 121	STRIPING ITEMS	<ul style="list-style-type: none"> Per note 2 on sheets SM-01-11 all longitudinal striping shall be paint. Thermoplastic will not be applied to any longitudinal striping.
134	2" WATER SERVICE FOR LANDSCAPING	<ul style="list-style-type: none"> 2" service will be connected to existing waterline. Each location is based on 50 LF of 2" copper installed. Backfill will be 100% ABC per City Engineer. 2" water meter is excluded.
122 - 124	LANDSCAPING & IRRIGATION	<ul style="list-style-type: none"> Salvaged trees shall be placed in AGE construction yard (location of nursery). Transplanting of trees shall be within 5 miles of Arizona Avenue and Chandler Blvd. Every attempt will be made to assure survivability of salvaged trees. Pricing does not include purchase of new palm trees or any other type of tree that is scheduled to be transplanted at onsite/off-site location. Once salvaged trees are placed at new location it is the City of Chandler's responsibility to maintain tree (provide water, fertilizer and any other item needed to assure proper relocation). Maintenance period for landscape on project is 90 days.

AGE #	ITEM DESCRIPTION	CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION
172	MOBILIZATION ELECTRICAL SUB	Install and remove construction fence, Install and remove container box, and Transport and Remove equipment to site.
174	Relocate existing Street Light to locations within the Corridor (Historic-Sternbergs in park)	Drill, Form, Pour new foundations. Provide new anchor bolts. Remove and relocate existing pole on to new foundation. Old foundations removed by AGE. Conduit and conductors not included under this item (see added items #3).
175	Remove & Salvage existing Gooseneck Style Street Light Pole/Arm	All crane, transport, and labor necessary to remove and disassemble existing street lights and return to the city.
176	Remove & Salvage Traffic Signals	All equipment, labor, and transport necessary to disassemble all unused traffic signal components per 60% plans and return to the city.
179	Remove/Dispose existing APS Lighting Pull Box	Excavate, remove, and dispose of existing APS pull box. Cut off conduit elbows below grade.
180	Remove/Salvage to City existing Street Light Conductors	Disconnect, remove, and dispose of existing abandoned conductors.
181	1" Sch 40 PVC Electrical Conduit (with ½ inch Pull Rope)	Trench, conduit, and fittings as necessary to provide a jumper from the proposed j box to the receptacle or Street Light. Native backfill for conduit out of roadway.
182	2" Sch 40 PVC Traffic Signal Conduit (with ¼ inch Pull Rope)	Trench, conduit, and fittings as necessary to provide jumpers from the traffic signal boxes to the proposed traffic signal pole foundations. Also all trench, conduit, and fittings necessary to provide a raceway for flashing crosswalk system. Native backfill for conduit out of roadway.
183 - 185	3" & 4" Sch 40 TS and ITS conduit	Trench, conduit, and fittings as shown on traffic signal plans. Native backfill for conduit out of roadway.
187	2-1/2" PVC Electrical Conduit with ¼ inch Pull Rope	Trench, conduit, and fittings as shown on Street Lighting, Auxiliary Power, and Median Lighting
188	(2) 2-1/2" PVC Electrical Conduits with ¼ inch Pull Ropes	Common trench, conduit, fittings as shown on plans to place Street Lighting and Auxiliary Power in Joint trench. Native backfill for trench out of roadway.
189	Joint Trench (2-1/2" Electrical Conduit) (4" PVC Interconnect w/3 1 ¼ inch Inner ducts) (1/4 inch Pull Ropes)	Common trench, conduit, and fittings as shown on plans to place Street Lighting or Auxiliary Power and Interconnect in Joint Trench. Native backfill for trench out of roadway.
190	Joint Trench (2, 2-1/2" Electrical Conduits)(4" PVC Interconnect w/3 1-1/4 inch Inner ducts) (1/4 inch Pull Ropes)	Common trench, conduit, and fittings to place Street Lighting, Auxiliary Power, and Interconnect in Joint Trench. Native backfill for trench out of roadway.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
191	Directionally Bore Conduit (Street Light)	All costs associated to directionally bore street lighting conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
195	Directionally Bore Conduit (Traffic Signal)	All costs associated to directionally bore street lighting conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
201	5 ft Luminaire Mast Arm (Powder Coated Bronze)	Cost to furnish and install 5' LMA painted Bronze at Frye, Chicago, Boston, and Buffalo.
22	Relocate existing Metered Service Pedestal (Traffic Signal) (Boston Intersection- from SE Corner to NE Corner)	All equipment, material, and labor necessary to remove and reinstall existing electrical service on to a new foundation. Foundation and utility company point of service is NOT included in this item.
222	Opticom Emergency Pre-Emption System (Intersection) (New at Chicago)	Furnish and install a fully functioning Pre-emption system at Chicago as shown on plans per Chandler specs. Conductors for this system are NOT included in price. See item #165
223	Relocate Opticom Emergency Pre-Emption Detectors (Boston, Buffalo, Chandler Blvd)	Conductors included in TS Conductor Item.
224	Econolite Solo-Pro 4-Camera Video Detection System (Intersection) (New at Chicago)	Conductors included in TS Conductor Item.
225	Relocate existing Video detection Cameras to new LMA (Frye, Boston, Buffalo, Chandler Blvd)	Conductors included in TS Conductor Item.
228	In Roadway Lighting System (Crosswalks) (LS for each Intersection) (Incl Conductors)	Cost to furnish and install Lighted crosswalk system as manufactured by spot devices as shown on plans. Conduit is not included in this item. " A" poles are not included in this item. Integration to City of Chanderls F.O. system is not included. Additional cable and labor have been included to accommodate for "saw tooth" installation method.

AGE #	ITEM DESCRIPTION	CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION
229	Traffic Signal Conductors (All New Conductors) (LS for each Intersection)(Incl. Remove/Dispose of existing Conductors)	Cost to furnish and install traffic signal conductors as shown on project plans. Cost includes Pre-emption and Video Detection conductors when necessary.
236- 241	No. 5 Pull box (Concrete)(Landscape)	All equipment, material, and labor to install pull boxes (concrete box and lid). Per AP-07. Concrete band by AGE.
242	No. 9 Pull Box (Interconnect) (COC Standard for Interconnect)	All equipment, material, and labor to furnish and install #9 vaults for Interconnect per Chandler specs.
243	Replace No. 9 Pull Box Lid/Adjust Pull Box	All equipment, material and labor to remove existing #9 lid and frame, adjust box to proper grade, and replace lid and frame with new style per Chandler specs.
245	Irrigation Service Pedestal	All cost for equipment, material, and labor to furnish and install 1) 100 a 120/240v 1ph "trailer park" service pedestal to feed irrigation controller. Type to Millbank MPRV-100. Point of service from utility company is NOT included in this price.
246	Lighting Metered Service Pedestal	All costs for equipment, material and labor to furnish and install 400 amp free standing electrical service with 2) 200 amp 42 cir panels loaded with 1 pole 20 amp breakers 2) 200 amp electronically held contactors 2) Astronomic time clocks hand-off- auto and photo cell control circuit.
247	Lighting Metered Service Pedestal Foundation	All costs for equipment, material, and labor to excavate, form, and pour 400 amp electrical service equipment pads with 3' housekeeping pad in front of cabinet.
256	Banner Support Arm	Spring loaded arm sets. Cost furnished by SWTE.
260	Hydrell 7000 Series Knuckle Mount Flood Light on 4" Diameter Round Pole Arm	Cost to furnish and install Hydrell 7000 series flood light on 4" stanchion. No GFCI.
261	Hydrell 7000 Series Knuckle Flood Light on Pedestal Stanchion Mount w/GFCI outlet	Cost to furnish and install Hydrell 7000 series flood light on 4" stanchion w/ GFCI.
263	Auxiliary Electrical Outlet (Per Detail)	Furnish and install Duplex receptacle on post as shown on plans. No conductors are included in this item.

AGE #	ITEM DESCRIPTION	CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION
272	Electrical & Comm Joint Trench (All Trench, Bore, Conduit, Backfill)	All cost for equipment, material, and labor to place utilities through the intersections of Frye, Boston, and Buffalo as shown on details "A" and "B". To be open cut and full depth slurried back. All traffic control saw cutting, plating, a/c removal, a/c replacement by AGE. Off shift work hours is included.
204	35' SMA Galvanized	All cost to furnish and install 35' standard galv. SMA at Chandler Blvd. (non trombone).
259	Conductors for Receptacles, Street Lights, Ped Lights, Irrigation Ped Allowance	Assumptions have been made to allow for available funding on lump sum conductors. Assumptions based on the following qty's and sizes: #10 - 20,000 LF #4 - 20,000 LF #2 - 25,000 LF #1 - 21,000 LF #1/o - 15,000 LF No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
264	Conduit & Conductors to Re- Feed Relocated Sternberg Lights at Park	Trench (1500'), 2" conduit (1500'), fittings, #5 pull boxes (21) , and 4)# 4 conductors (6000') between existing Park Sternberg lights to re feed on to new electrical system. No boring is included. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
265	Raceway & J-Box from nearest New Electrical Service to proposed water feature.	Approx 100 lf of trench and 3" conduit from the proposed electrical service on the NWC or AZ and Boston to the proposed water feature at the NWC of AZ ave and Boston. No conductors or controls are included. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
266	Raceway & J-Box from nearest Electrical Service to proposed Seating Area at south side of New Parking Structure. Conductors included.	Approx 200lf of trench and 2" conduit from the proposed electrical service North of Circle K to the feed the proposed seating area. No conductors, controls, or lights are included. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02

AGE #	ITEM DESCRIPTION	CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION
267	Re-Feed existing Lighting and Recepts at existing Median from New electrical Service location. Conductors included.	All equipment, material and labor to re-feed the existing median lighting and receptacles south of Chandler Blvd. 300' trench 100' directional bore 500' joint trench 65' joint bore 1000' 2.5" conduit and fittings 250' of 1" conduit and fittings 4000' of #4 conductor 1000' #10 conductor No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
186	Bore (1) 4 inch at Az Ave & Chandler Blvd. to accommodate Video Detection Cable	All costs associated to directionally bore Traffic signal conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12' lifts. Surface restoration by AGE.
268	Raceway and Junction Box to (2) Irrigation Controllers. Conductors included.	All cost for equipment, material, and labor to provide a 1" raceway from electric service to proposed irrigation pedestals. No conductors are included in this item. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
269	Raceway for electric to proposed Kiosk, (1) 2 inch Conduit, 200' max. of Trench/Conduit. Conductors included.	All cost for equipment, material, and labor to provide a 2" raceway from electric service to proposed Kiosks. No conductors are included in this item. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
270	Raceway for Communication to proposed Kiosk, (1) 2 inch Conduit, 200' max of Trench/Conduit back to ITS J-Box of Vault. Communication Cable not included.	All cost for equipment, material, and labor to provide a 2" raceway from F.O. system to proposed Kiosks. No Communication cables are included in this item. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
274	APS S1 Detail by open Cut	All cost for equipment, material and labor per APS detail S1, preliminary plans, and site conditions. Conductors by APS.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
275	APS S1 Detail by Bore	All cost for equipment, material and labor per APS detail S1 by bore, preliminary plans, and site conditions. Conductors by APS.
276	APS S3 Detail by Open Cut	All cost for equipment, material and labor per APS detail S3, preliminary plans, and site conditions. Conductors by APS.
277	APS S4 Detail by Open Cut	All cost for equipment, material and labor per APS detail S4, preliminary plans, and site conditions. Conductors by APS.
278	APS S4 Detail by Bore	All cost for equipment, material and labor per APS detail S4 by bore, preliminary plans, and site conditions. Conductors by APS.
279	APS P4 Detail by Bore	All cost for equipment, material and labor per APS detail P4 by bore, preliminary plans, and site conditions. Conductors by APS.
280	APS 3 Phase Transformer	All cost for equipment, material and labor to provide APS 3 phase transformer pad. Transformer by APS.
193	Directionally Bore for Auxiliary Power	All costs associated to directionally bore Auxiliary Power conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
192	Directionally Bore for Street Light and Auxiliary Power	All costs associated to directionally bore street lighting and auxiliary power conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
196	Directionally Bore for ITS	All costs associated to directionally bore Interconnect conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
194	Directionally Bore for New Median Lights and Receptacles	All costs associated to directionally bore median lighting/receptacle conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
281	(2) 5" per Aps Specifications Crossing AZ Ave at Chandler Blvd.	Cost to furnish and supply all equipment, materials, and labor to directionally bore 2) 5" db -100 conduits from a location approx 125' east of Az ave to a location approx 100' west of Az Ave. Cost includes all potholes for utility locating , pothole backfill to be ABC compacted in 12" lifts, Surface restoration to be by AGE. Transformers/ Switching cabinet pad are NOT included in this cost.
271	Repair damages ITS Conduit 4"	Cost to include all equipment, material , and labor to locate, excavate, and repair previously damages ITS conduit 4". Cost also includes new tracer and pull line from existing vaults/ pull boxes. Price does not include surface restoration, plating, milling, innerduct, or new Fiber Optic cable.
282 – 296	BUS BAY IMPROVEMENTS AT BRT	If the selected contractor by Valley Metro performs this work during construction of the Arizona Avenue Improvements they shall work under their own barricade plan.
304, 309, 310, 311, 316, 317, 318	CITY HALL ITEMS	The costs for these items are based on estimated furnished by the design team. Final costs to be determined with approved design, plans and specs.
322	DRY UTILITY SCOPE VARIATIONS (ALLOWANCE)	<ul style="list-style-type: none"> For minor changes in final design to the APS scope.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
323	TEMPORARY OH LIGHTING (ALLOWANCE)	Allowance is to provide a fund to supply temporary overhead electric for roadway lighting. Assumptions include 2,500 LF of 1/o Tri-Plex Rigging for Point of connection at each pole Terminations Aerial Equipment Labor Utility Company Coordination \$1k for utility company Fees
325	SUBCONTRACTOR BOND ALLOWANCE	<ul style="list-style-type: none"> • European Pavers \$14,594.00 • Landscaper \$8,047.00 • Kimbrell \$41,858.00 Progressive Concrete \$3,593.00
324, 326, 327, 328, 329	MISCELLANEOUS ALLOWANCES	Accounts for items / scopes yet to be specified by final design and do not offer enough information to furnish firm costing.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
1001.03	PROJECT PHOTOGRAPHY & VIDEO (ALLOWANCE)	Refer to City of Chandler's General Conditions Article 10, Construction Photographs: <ul style="list-style-type: none"> • Includes four (4) Aerial Mapping Topography; one pre-construction, one (1) each every 3rd pay period and a final one w/as-builts. •
1001.15	COUNTY EARTH MOVING PERMIT (DUST PERMIT)	<ul style="list-style-type: none"> • Cost only for applying for and obtaining the permit • See Bid Item No. 9 for Construction Water.

**EXHIBIT B
GMP**

AGE GMP Item #	Item Description	UM	Quantity	Unit Cost	Total Cost
<u>GENERAL ITEMS</u>					
01	MOBILIZATION	LS	1	62,130.00	62,130.00
02	SWPPP (ALLOWANCE)	JOB	1	21,230.00	21,230.00
03	SURVEY AND AS-BUILTS (ALLOWANCE)(T&M)	LS	1	82,280.00	82,280.00
04	QUALITY CONTROL & MATERIAL TESTING (ALLOWANCE)	JOB	1	63,470.00	63,470.00
05	MESSAGE BOARDS (ALLOWANCE)	DY	1,440	30.00	43,200.00
06	TRAFFIC CONTROL	LS	1	97,950.00	97,950.00
07	PEDESTRIAN TRAFFIC CONTROL	LS	1	74,558.00	74,558.00
08	OFF DUTY POLICE OFFICER (ALLOWANCE)(1 OFFICER/ PROJECT DURATION)	HR	2,560	45.00	115,200.00
09	CONSTRUCTION WATER	LS	1	20,000.00	20,000.00
10	DUST CONTROL (DAILY)	LS	1	137,589.00	137,589.00
11	PUBLIC OUTREACH (ALLOWANCE)	LS	1	60,000.00	60,000.00
SUBTOTAL - GENERAL ITEMS					\$777,607.00
<u>STREET ITEMS</u>					
12	REMOVE ASPHALT	SY	9,181	9.79	89,881.99
13	REMOVE ADOT CONCRETE CURB & GUTTER	LF	5,943	4.40	26,149.20
14	REMOVE EXISTING STREET PAVERS (SALVAGE)	SF	21,586	1.90	41,013.40
15	REMOVE EXISTING CONCRETE SUB-BASE (INTERSECTION PAVER BASE)	SF	6,835	5.90	40,326.50
16	REMOVE CONCRETE BUS BAYS, DRIVEWAYS & V.G. APRON	SF	6,957	4.35	30,262.95
17	REMOVE EXISTING SIDEWALK & BRICK PAVERS	SF	29,864	1.59	47,483.76
18	REMOVE EXISTING SITE FURNISHINGS	LS	1	794.21	794.21
19	REMOVE & DELIVER TO C.O.C. EXISTING TREE GRATES	EA	23	34.53	794.19
20	REMOVE EXISTING CONCRETE AJ CHANDLER ENTRY MONUMENTS	EA	4	1,378.56	5,514.24

21	REMOVE MISCELLANEOUS CONCRETE PADS (2-ART SCULPTURE, 4 BEHIND EXIST MONUMENTS, 1 MID-PARK, 2 AJ CHANDLER COPPER SIGN POSTS)(ALLOWANCE)	EA	9	2,000.00	18,000.00
22	MASS GRADING (APPROXIMATELY)	LS	1	127,385.67	127,385.67
23	SUBGRADE PREP	SY	3,168	2.75	8,712.00
24	6.5" ABC	SY	3,168	21.63	68,523.84
25	ASPHALT SURFACE COURSE 12.5 MM (DEPTH VARIES)	TN	2,743	48.20	132,212.60
26	ASPHALT BASE COURSE (4.5" 19MM)	TN	792	76.27	60,405.84
27	REMOVE & REPLACE AC UTILITY TRENCH CROSSINGS (10" AC ON 8" ABC)	SY	1,380	66.67	92,004.60
28	MILL ASPHALT (2"-4" THICK) SECTION #1	SY	4,909	1.67	8,198.03
29	MILL ASPHALT (3" THICK) SECTION #3	SY	9,438	1.87	17,649.06
30	ADJUST/PRE-LOWER EXISTING VALVE BOX & COVER TO GRADE (MAG 270)	EA	41	280.00	11,480.00
31	ADJUST EXISTING MANHOLE RING & COVER (MAG 270)	EA	19	335.00	6,365.00
32	SURVEY MONUMENT (MAG 120-1A)	EA	6	240.00	1,440.00
33	SURVEY MONUMENT (MAG 270)	EA	1	100.00	100.00
SUBTOTAL - STREETS					\$834,697.08

CONCRETE AND HARDSCAPE ITEMS

34	SIDEWALK RAMP (4" THICK)(DTL SHT D9)(W/TRUNCATED DOMES)	EA	18	2,007.99	36,143.82
35	SIDEWALK RAMP (4" THICK)(DTL SHT D10)(W/TRUNCATED DOMES)	EA	8	1,770.73	14,165.84
36	VALLEY GUTTER & APRON (COC DTL C-233)	SF	820	9.43	7,732.60
37	6" VERTICAL CURB & GUTTER (MAG 220A)	LF	5,608	20.35	114,122.80
38	6" SINGLE CURB (MAG 222A)(TYPE A)	LF	15	59.90	898.50
39	DRIVEWAY (6"THICK)(MAG 250)	SF	1,328	11.78	15,643.84
40	4" PCC SLAB	SF	588	7.38	4,339.44
41	BUS BAY COC DTL C-230	SF	3,544	6.67	23,638.48
42	6" x 8" WIDE CONCRETE HEADER	LF	2,030	12.48	25,334.40
43	PARK FENCING (42" HEIGHT)	LF	430	78.72	33,849.60
44	PARK ROLL GATE (42" HEIGHT)(ALLOWANCE)	LS	1	15,000.00	15,000.00
45	CONCRETE (TYPE 1)(NATURAL GREY)(MEDIUM BROOM FINISH)	SF	26,910	10.23	275,289.30
46	CONCRETE (TYPE 2)(NATURAL GREY)(EXPOSED AGGREGATE FINISH)	SF	1,240	10.80	13,392.00
47	CONCRETE (TYPE 3)(LITHOCRETE)(BLUE)	SF	1,725	38.50	66,412.50
48	CONCRETE (TYPE 4)(LITHOCRETE)(GREEN)	SF	1,585	42.47	67,314.95

49	CONCRETE (TYPE 5)(LITHOCRETE AMBER)	SF	1,140	33.70	38,418.00
50	PAVERS (TYPE 1)(PEDESTRIAN)(PAVESTONE)(CITY STONE I, II, III)(2-3/8")(SET ON SAND ON 6" SLURRY)	SF	38,966	8.47	330,042.02
51	PAVERS (VEHICULAR)(CROSSWALK)(3-1/8" THICK)(SYMETRY)	SF	12,414	8.05	99,932.70
52	PAVERS (VEHICULAR)(INTERSECTION)(3-1/8" THICK)(CITY STONE I & II)	SF	0	5.21	0.00
53	PAVEMENT SECTION #4 (9" SUB-BASE FOR TYPE 2 VEHICULAR PAVERS)	SF	10,300	6.06	62,418.00
SUBTOTAL - CONCRETE AND HARDSCAPE ITEMS					\$1,244,088.79
<u>STORM SEWER ITEMS</u>					
61	REMOVE EXISTING CONCRETE PIPE	LF	380	85.96	32,664.80
62	REMOVE CATCH BASIN	EA	13	1,630.63	21,198.19
63	CATCH BASIN (MAG 530)	EA	3	2,343.14	7,029.42
64	CATCH BASIN (MAG 531)	EA	1	2,294.31	2,294.31
65	CATCH BASIN (MAG 532)	EA	6	2,810.62	16,863.72
66	CATCH BASIN COP SINGLE 1572 Q	EA	20	1,758.00	35,160.00
67	STORM DRAIN MANHOLE (MAG 520 & 522)	EA	21	2,435.45	51,144.45
68	18" RGRCP (CLASS III)	LF	1,860	85.29	158,639.40
69	18" FIELD COLLAR	EA	9	855.81	7,702.29
70	18" RGRCP DROP CONNECTION	EA	4	1,961.50	7,846.00
71	18" RGRCP CONNECTION TO 84" OUTLET	EA	7	3,314.05	23,198.35
72	PLUG EXISTING 84" OUTLET	EA	4	1,928.27	7,713.08
73	NEW 24" RCRCP AT STA 212+55 (REPAIR OF SD & SS CONFLICT)	LS	1	21,484.84	21,484.84
74	NEW ST DROP MANHOLE AT STA 212+55 (REPAIR OF SD & SS CONFLICT)	EA	1	3,089.16	3,089.16
					0.00
SUBTOTAL - STORM SEWER					\$396,028.01
<u>SANITARY SEWER ITEMS</u>					
75	REMOVE EXISTING 12" DIP & REPLACE W/12" VCP	LF	36	172.48	6,209.28
76	6" VCP	LF	35	126.96	4,443.60
77	FURNISH & INSTALL 12" X 6" SADDLE WYE & CONNECTION	EA	1	1,940.88	1,940.88
78	BYPASS PUMPING	LS	1	9,976.29	9,976.29
SUBTOTAL - SANITARY SEWER ITEMS					\$22,570.05

WATER LINE ITEMS

79	REMOVE EXISTING 6" FH LATERAL PIPING	LF	740	63.26	46,812.40
80	REMOVE AND RELOCATE EXISTING FIRE HYDRANT	EA	15	1,352.87	20,293.05
81	1" TAP COMPLETE (EXCLUDES METER)	EA	18	1,387.90	24,982.20
82	2" WATER SERVICE	EA			
83	VERTICAL WATERLINE REALIGNMENT	EA			
84	6" DIP	LF	720	83.83	60,357.60
85	16" X 6" TS & V	EA	19	4,837.82	91,918.58
86	FURNISH & INSTALL NEW FIRE HYDRANT	EA	3	2,490.54	7,471.62
87	6" METER & VAULT (MAG 316)	EA			
88	FURNISH & INSTALL 6" PLUG ON EXISTING VALVE	EA	14	206.92	2,896.88
89	6" VALVE BOX & COVER	EA	1	840.00	840.00
SUBTOTAL - WATER LINE					\$255,572.33

SIGNING & STRIPING ITEMS

90	SIGNAGE SUBCONTRACTOR MOBILIZATION	LS	1	350.00	350.00
101	AJ CHANDLER PARK COPPER CORNER SIGNS ON POLES (REMOVE & SALVAGE)	EA	2	75.00	150.00
102	REMOVE EXISTING SIGNS DELIVER TO COC	EA	15	50.00	750.00
103	PERFORATED SIGN POST COC DTL C-613	EA	3	85.00	255.00
104	SIGN POST FOUNDATION COC DTL C-613	EA	2	100.00	200.00
105	FLAT SHEET ALUMINUM SIGN PANEL, ENG. GRADE ADOT DTL	SF	51	17.35	884.85
106	STRIPING SUBCONTRACTOR MOBILIZATION	LS	1	2,000.00	2,000.00
107	4" WHITE EQUIVALENT PAINT	LF	44,461	0.10	4,446.10
108	4" WHITE EQUIVALENT THERMOPLASTIC	LF	2,870	0.20	574.00
109	4" WHITE EQUIVALENT TRANSVERSE THERMOPLASTIC	LF	11,745	0.45	5,285.25
110	4" YELLOW EQUIVALENT PAINT	LF	2,540	0.10	254.00
111	4" YELLOW EQUIVALENT THERMOPLASTIC	LF	2,540	0.20	508.00
112	BIKE SYMBOL (PAINT)	EA	10	55.00	550.00
113	BIKE SYMBOL (THERMOPLASTIC)	EA	10	165.00	1,650.00
114	ARROW SYMBOL (PAINT)	EA	13	35.00	455.00

115	ARROW SYMBOL (THERMOPLASTIC)	EA	13	90.00	1,170.00
116	PAINT BULL NOSE	EA	6	80.00	480.00
117	OBLITERATE EXISTING STRIPING	LF	10,000	0.75	7,500.00
118	OBLITERATE TEMPORARY 4" STRIPING	LF	20,000	0.75	15,000.00
119	TEMPORARY EQUIVALENT 4" STRIPING	LF	20,000	0.10	2,000.00
120	RAISED PAVEMENT MARKER D	EA	129	2.95	380.55
121	RAISED PAVEMENT MARKER G	EA	259	2.95	764.05

SUBTOTAL - SIGNING & STRIPING

\$45,606.80

LANDSCAPE & IRRIGATION ITEMS

122	EXISTING PALMS - SALVAGE AND REPLANT NEAR CITY HALL	EA	4	1,771.25	7,085.00
123	EXISTING OAK TREES - SALVAGE TO TEMPORARY NURSERY FOR OFF-SITE USE	EA	29	914.50	26,520.50
124	EXISTING PALO BREA TREES - SALVAGE TO TEMPORARY NURSERY FOR OFF-SITE USE	EA	7	914.50	6,401.50
125	STRUCTURAL SOIL	CY	0	69.50	0.00
126	20' - 24' TALL DATE PALM	EA	9	4,800.00	43,200.00
127	36 INCH BOX TREE	EA	148	457.00	67,636.00
128	5 GALLON SHRUB / ACCENT	EA	911	15.00	13,665.00
129	1 GALLON SHRUB / ACCENT	EA			
130	1 GALLON GROUND COVER	EA	1,259	6.00	7,554.00
131	DECOMPOSED GRANITE (1/2" SCREENED) (APACHE BROWN)(2" THICK)	SF			
132	DECOMPOSED GRANITE (KALAMAZOO MATERIALS, INC.)(3/8" SIZED APACHE RED)	SF	20,541	0.45	9,243.45
133	TURF RESTORATION (PARK SIDE)(EAST AND WEST SIDES)(ALLOWANCE)	SF	12,700	1.12	14,224.00
134	2" WATER SERVICE FOR LANDSCAPE IRRIGATION	EA	4	2,859.73	11,438.92
135	MOTOROLA IRRINET IRRIGATION CONTROLLER (ACE 48 STATION)	EA	1	16,855.00	16,855.00
136	MOTOROLA IRRINET IRRIGATION CONTROLLER (M - 48 STATION)	EA	1	16,353.00	16,353.00
137	MOTOROLA IRRINET IRRIGATION CONTROLLER (M - 24 STATION)	EA	1	10,836.00	10,836.00
138	MOTOROLA IRRINET IRRIGATION CONTROLLER (M - 12 STATION)	EA	1	14,978.00	14,978.00
139	1" REDUCED PRESSURE BACKFLOW ASSEMBLY W/ENCLOSURE	EA	2	1,345.00	2,690.00
140	1" REDUCED PRESSURE BACKFLOW ASSEMBLY W/ENCLOSURE FOR POTABLE WATER AT A.J. CHANDLER PARK	EA	3	1,345.00	4,035.00
141	2" REDUCED PRESSURE BACKFLOW ASSEMBLY W/ENCLOSURE	EA	4	2,500.00	10,000.00
142	GATE VALVE	EA	16	91.00	1,456.00
143	MASTER VALVE	EA	6	227.00	1,362.00

144	FLOW SENSOR	EA	6	585.00	3,510.00
145	DRIP VALVE ASSEMBLY	EA	27	240.00	6,480.00
146	EMITTER ASSEMBLY (MULTI-OUTLET)	EA	1,460	27.00	39,420.00
147	EMITTER ASSEMBLY (SINGLE-OUTLET)	EA	1,175	9.00	10,575.00
148	1-1/2" PVC SCHEDULE 40 CONDUIT	LF	3,500	1.55	5,425.00
149	3/4" SDR21 CLASS 200 PVC CONDUIT	LF	11,500	1.25	14,375.00
150	SLEEVE (6")(SCH 40 PVC)(2 PER D/W)	LF	4,250	4.55	19,337.50
151	IRRIGATION ASSEMBLY (POTS)	EA	8	175.00	1,400.00
152	TEMPORARY NURSERY (ALLOWANCE)	MO	9	363.89	3,275.01
153	MAINTENANCE/WARRANTY	MO	3	625.00	1,875.00
SUBTOTAL - LANDSCAPE & IRRIGATION					\$ 391,205.88

<u>SITE FURNISHINGS</u>					
154	RESURFACE EXISTING BENCHES AT AJ CHANDLER PARK (ALLOWANCE)	EA	16	500.00	8,000.00
155	BIKE RACK (FORMS + SURFACES)(TRIO)	EA	9	1,093.79	9,844.11
156	TRASH RECEPTACLE (LANDSCAPE FORMS)(LAKESIDE)(TOP OPENING)	EA	31	1,699.94	52,698.14
157	SITE BENCH (LANDSCAPE FORMS)(MIX #512)(NO ARMS, W/ DIVIDER, SURFACE MOUNT, PERFORATED)	EA	3	2,276.16	6,828.48
158	SITE BENCH (LANDSCAPE FORMS)(MIX #513)(NO ARMS, W/ DIVIDER, SURFACE MOUNT, PERFORATED)	EA	12	2,479.46	29,753.52
159	SITE BENCH (LANDSCAPE FORMS)(MIX #514)(NO ARMS, W/ DIVIDER, SURFACE MOUNT, PERFORATED)	EA	8	3,123.18	24,985.44
160	CHAIR (LANDSCAPE FORMS)(MIX)(SINGLE BACKED SEAT W/ END ARM RESTS)(SURFACE MOUNT& PERFORATED SEAT PANEL)	EA	43	2,406.35	103,473.05
161	CONCRETE ART TABLE (36" DIA.)(CLASSIC SERIES)	EA	4	1,067.44	4,269.76
162	STONE ACCENT TABLE (24" DIA.)	EA	12	1,942.82	23,313.84
163	TREE GRATE (IRONAGE)(IRON BAKED ON OIL FINISH)	EA	68	801.72	54,516.96
164	TREE GUARD (IRONAGE)(POWDERCOAT)(CUSTOM FOR 30" TREE GRATE OPENING)(24" HEIGHT)	EA	68	2,605.21	177,154.28
165	DRINKING FOUNTAIN (DEPENDABLE MDF - 440 W/ RECESSED HOSE BIB W/ LOCK DOOR)(SURFACE MOUNT)	EA	1	3,566.23	3,566.23
167	WATER BOLLARD (MDF 24 W/ HOSE BIBB LOCK COVER)(DIRECT BURY)	EA	9	1,412.34	12,711.06
168	CONCRETE PLANTER POTS - KORNEGAY - DUNE - LARGE	EA	4	2,438.73	9,754.92
169	CONCRETE PLANTER POTS - KORNEGAY - DUNE - MEDIUM	EA	2	1,545.73	3,091.46

170	CONCRETE PLANTER POTS - KORNEGAY - DUNE - SMALL	EA	2	1,475.23	2,950.46
171	SECURITY BOLLARDS	EA	36	1,843.91	66,380.76
SUBTOTAL - SITE FURNISHINGS					\$593,292.47

TRAFFIC SIGNAL AND STREET LIGHTING ITEMS

172	MOBILIZATION ELECTRICAL SUB	LS	1	2,500.00	2,500.00
173	PRECONSTRUCTION PHASE SUPPORT (ALLOWANCE)	LS	1	17,500.00	17,500.00
174	RELOCATE EXISTING STREET LIGHT TO LOCATIONS WITHIN THE CORRIDOR (HISTORIC - STERNBERGS IN PARK)	EA	22	1,084.60	23,861.20
175	REMOVE & SALVAGE EXISTING GOOSENECK STYLE STREET LIGHT POLE / ARM	EA	23	154.00	3,542.00
176	REMOVE & SALVAGE TRAFFIC SIGNALS	LS	1	5,379.00	5,379.00
177	DEMO STREET LIGHT FOUNDATIONS	EA	45	1,593.80	71,721.00
178	DEMO TRAFFIC SIGNAL FOUNDATIONS	EA	11	2,473.78	27,211.58
179	REMOVE / DISPOSE EXISTING APS LIGHTING PULL BOX	EA	23	55.00	1,265.00
180	REMOVE / SALVAGE TO CITY EXISTING STREET LIGHT CONDUCTORS	LS	1	6,000.00	6,000.00
181	1" SCH 40 PVC ELECTRICAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	1,440	6.39	9,201.60
182	2" SCH 40 PVC TRAFFIC SIGNAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	905	4.59	4,153.95
183	3" SCH 40 PVC TRAFFIC SIGNAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	100	11.77	1,177.00
184	4" SCH 40 PVC TRAFFIC SIGNAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	450	30.37	13,666.50
185	4" SCH 40 PVC INTERCONNECT CONDUIT W/3 1-1/4 INCH INNERDUCTS & 1/4 INCH PULL ROPE	LF	1,850	7.60	14,060.00
186	BORE (1) 4 INCH AT AZ AVE & CHANDLER BLVD. TO ACCOMMODATE VIDEO DETECTION CABLE (HORSESHOE INTERSECTION)	LF	520	46.86	24,367.20
187	2-1/2" PVC ELECTRICAL CONDUIT WITH 1/4 INCH PULL ROPE	LF	900	5.06	4,554.00
188	(2) 2-1/2" PVC ELECTRICAL CONDUITS WITH 1/4 INCH PULL ROPES	LF	1,900	8.46	16,074.00
189	JOINT TRENCH (2-1/2" ELECTRICAL CONDUIT) (4" PVC INTERCONNECT W/3 1-1/4 INCH INNERDUCTS)(1/4 INCH PULL ROPES)	LF	370	13.12	4,854.40
190	JOINT TRENCH ((2), 2-1/2" ELECTRICAL CONDUITS) (4" PVC INTERCONNECT W/3 1-1/4 INCH INNERDUCTS)(1/4 INCH PULL ROPES)	LF	3,750	14.22	53,325.00
191	DIRECTIONALLY BORE CONDUIT (STREET LIGHT)	LF	250	16.50	4,125.00
192	DIRECTIONALLY BORE (JOINT STREET LIGHT AND AUXILIARY POWER)	LF	140	16.50	2,310.00
193	DIRECTIONALLY BORE (AUXILIARY POWER)	LF	60	16.50	990.00
194	DIRECTIONALLY BORE FOR NEW MEDIAN LIGHTS AND RECEPTACLES	LF	60	16.50	990.00

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195	DIRECTIONALLY BORE CONDUIT (TRAFFIC SIGNAL)	LF	300	16.50	4,950.00
196	DIRECTIONALLY BORE (ITS)	LF	480	16.50	7,920.00
197	TYPE A SIGNAL POLE FOUNDATION	EA	7	357.50	2,502.50
198	TYPE Q or R SIGNAL POLE FOUNDATION	EA	14	1,650.00	23,100.00
199	TYPE A SIGNAL POLE (POWDER COATED BRONZE)	EA	6	894.30	5,365.80
200	TYPE Q POLE (POWDER COATED BRONZE)	EA	4	8,770.08	35,080.32
201	5 FT LUMINAIRE MAST ARM (POWDER COATED BRONZE)	EA	16	271.70	4,347.20
202	25 FT TROMBONE SIGNAL MAST ARM (POWDER COATED BRONZE)	EA	4	7,967.30	31,869.20
203	35 FT TROMBONE SIGNAL MAST ARM (POWDER COATED BRONZE)	EA	2	10,349.90	20,699.80
204	35' SMA GALVANIZED	EA	1	2,328.00	2,328.00
205	TYPE Q or R SIGNAL POLE W/25' or 35' SIGNAL MAST ARM (RELOCATE)	EA	10	3,003.00	30,030.00
206	TYPE A SIGNAL POLE (RELOCATE)	EA	1	330.00	330.00
207	PAINT RELOCATED SIGNAL POLES & MAST ARMS	LS	1	15,100.00	15,100.00
208	TYPE F SIGNAL HEAD (LED)	EA	39	390.50	15,229.50
209	TYPE Q SIGNAL HEAD (LED)	EA	22	628.10	13,818.20
210	TYPE II SIGNAL MOUNT	EA	28	105.00	2,940.00
211	TYPE V SIGNAL MOUNT	EA	9	266.20	2,395.80
212	TYPE VII SIGNAL MOUNT	EA	27	284.90	7,692.30
213	PEDESTRIAN SIGNAL HEAD (MAN/HAND)(LED)	EA	34	258.50	8,789.00
214	PED PUSH BUTTON W / SIGH	EA	28	198.00	5,544.00
215	INSTALL ONLY - LED LUMINAIRE COMPLETE (TRAFFIC SIGNAL)	EA	16	528.00	8,448.00
216	FURNISH ONLY - LED LUMINAIRE (TRAFFIC SIGNAL)	EA	16	1,350.00	21,600.00
217	TYPE IV TRAFFIC SIGNAL CONTROL CABINET FOUNDATION	EA	2	680.00	1,360.00
218	TYPE IV TRAFFIC SIGNAL CONTROLLER & CABINET	EA	2	16,093.00	32,186.00
219	ELECTRIC SERVICE PEDESTAL FOUNDATION (TRAFFIC SIGNAL)	EA	2	379.50	759.00
220	METERED SERVICE PEDESTAL (TRAFFIC SIGNAL)	EA	2	1,903.00	3,806.00
221	RELOCATE EXISTING METERED SERVICE PEDESTAL (TRAFFIC SIGNAL)(BOSTON INTERSECTION - FROM SE CORNER TO NE CORNER)	EA	1	1,298.00	1,298.00
222	OPTICOM EMERGENCY PRE-EMPTION SYSTEM (INTERSECTION)(NEW AT CHICAGO)	EA	1	6,884.90	6,884.90
223	RELOCATE OPTICOM EMERGENCY PRE-EMPTION DETECTORS (BOSTON, BUFFALO, CHANDLER BLVD)	EA	6	170.50	1,023.00
224	ECONOLITE SOLO-PRO 4-CAMERA VIDEO DETECTION SYSTEM (INTERSECTION)(NEW AT CHICAGO)	EA	1	28,028.00	28,028.00
225	RELOCATE EXISTING VIDEO DETECTION CAMERAS TO NEW LMA (FRYE, BOSTON, BUFFALO, CHANDLER BLVD)	EA	13	145.00	1,885.00

226	RELOCATE ILLUMINATED STREET NAME SIGN (BOSTON, BUFFALO)	EA	8	330.00	2,640.00
227	ILLUMINATED STREET NAME SIGN (CHICAGO)	EA	4	2,915.00	11,660.00
228	IN ROADWAY LIGHTING SYSTEM (CROSSWALKS)(LS FOR EACH INTERSECTION)(INCL CONDUCTORS)	LS/EA	3	38,968.70	116,906.10
229	TRAFFIC SIGNAL CONDUCTORS (ALL NEW CONDUCTORS)(LS FOR EACH INTERSECTION)(INCL. REMOVE/DISPOSE OF EXISTING CONDUCTORS)	LS/EA	5	6,500.00	32,500.00
230	8 PORT SERIAL SERVER (CHICAGO)	EA	1	1,377.20	1,377.20
231	8 PORT SINGLE MODE FIBER OPTIC TRANSCEIVER (CHICAGO)	EA	1	5,478.00	5,478.00
232	4 CHANNEL VIDEO SERVER (CHICAGO)	EA	1	2,761.00	2,761.00
233	SMFO CABLE (6 FIBER CABLE)	LF	100	3.96	396.00
234	SMFO CABLE (144 FIBER CABLE)	LF	6,600	3.41	22,506.00
235	FIBER OPTIC SPLICE CLOSURE & GATOR PATCH (INCL. SPLICING & TESTING) (CHICAGO)	EA	1	2,101.00	2,101.00
236	NO 5 PULL BOX (CONCRETE)(LANDSCAPE)	EA	75	258.50	19,387.50
237	NO 5 PULL BOX (TRAFFIC SIGNAL)(CONCRETE)	EA	6	280.50	1,683.00
238	No. 7 PULL BOX (TRAFFIC SIGNAL)(CONCRETE)	EA	110	467.50	51,425.00
239	REPLACE EXISTING NO. 7 PULL BOXES AND ADJUST TO GRADE (TRAFFIC SIGNAL)(CONCRETE)(FRYE, BOSTON, BUFFALO)	EA	12	467.50	5,610.00
240	No. 7 PULL BOX W/EXTENSION (INTERCONNECT & TS)(CONCRETE)	EA	7	522.50	3,657.50
241	No. 7 PULL BOX W/EXTENSION AND ADJUST TO GRADE (INTERCONNECT & TS)(CONCRETE)(FRYE, BOSTON, BUFFALO)	EA	5	440.00	2,200.00
242	No. 9 PULL BOX (INTERCONNECT)(COC STANDARD FOR INTERCONNECT)	EA	8	2,605.90	20,847.20
243	REPLACE NO. 9 PULL BOX LID/ADJUST PULL BOX	EA	3	1,328.80	3,986.40
244	IRRIGATION SERVICE PEDESTAL FOUNDATION	EA	1	407.00	407.00
245	IRRIGATION SERVICE PEDESTAL	EA	1	1,094.50	1,094.50
246	LIGHTING METERED SERVICE PEDESTAL (400 AMP)(COMPLETE)	EA	4	20,750.00	83,000.00
247	LIGHTING METERED SERVICE PEDESTAL FOUNDATION	EA	4	1,750.00	7,000.00
248	FOUNDATION FOR COMBO STREET / PEDESTRIAN LIGHT POLE	EA	24	650.00	15,600.00
249	SPREAD FOUNDATION FOR COMBO STREET / PEDESTRIAN LIGHT POLE	EA	12	1,045.00	12,540.00
250	FOUNDATION FOR PEDESTRIAN LIGHT POLE	EA	34	450.00	15,300.00
251	SPREAD FOUNDATION FOR PEDESTRIAN LIGHT POLE	EA	5	825.00	4,125.00
252	INSTALL ONLY COMPLETE - ARCHITECTURAL STREET / PEDESTRIAN COMBO LIGHT POLE / ARMS & AUXILLARY POWER RECEPTACLE	EA	33	253.00	8,349.00
253	FURNISH ONLY - ARCHITECTURAL STREET / PEDESTRIAN COMBO LIGHT POLE / ARMS & AUXILLARY POWER RECEPTACLE	EA	33	4,500.00	148,500.00
254	INSTALL ONLY COMPLETE - ARCHITECTURAL PEDESTRIAN LIGHT POLE / ARM	EA	39	187.00	7,293.00
255	FURNISH ONLY - ARCHITECTURAL PEDESTRIAN LIGHT POLE / ARM	EA	39	4,000.00	156,000.00

256	BANNER SUPPORT ARM (EACH POLE)	EA	33	200.00	6,600.00
257	LED STREET LIGHT LUMINAIRE (KIM LIGHTING WARP9LE)	EA	33	1,518.00	50,094.00
258	LED PEDESTRIAN LUMINAIRE (KIM LIGHTING WARP9SE)	EA	72	968.00	69,696.00
259	CONDUCTORS FOR RECEPTACLES, STREET LIGHTS, PED. LIGHTS, IRRIGATION PED. ALLOWANCE	LS	1	249,000.00	249,000.00
260	HYDREL 7000 SERIES KNUCKLE MOUNT FLOOD LIGHT ON 4" DIAMETER ROUND POLE ARM	EA	10	1,496.00	14,960.00
261	HYDREL 7000 SERIES KNUCKLE MOUNT FLOOD LIGHT ON PEDESTAL STANCHION MOUNT W/GFCI OUTLET)	EA	10	1,584.00	15,840.00
262	FOUNDATION FOR HYDREL 7000 SERIES	EA	20	150.00	3,000.00
263	AUXILLARY ELECTRICAL OUTLET (PER DETAIL)	EA	155	500.00	77,500.00
264	CONDUIT & CONDUCTORS TO RE-FEED RELOCATED STERNBURG LIGHTS AT PARK	LS	1	24,457.00	24,457.00
265	RACEWAY & J-BOX FROM NEAREST NEW ELECTRICAL SERVICE TO PROPOSED WATER FEATURE AT NWC OF AZ AVE/BOSTON. CONDUCTORS INCLUDED.	LS	1	3,118.00	3,118.00
266	RACEWAY & J-BOX FROM NEAREST ELECTRICAL SERVICE TO PROPOSED PEDESTRIAN NODE AT SOUTH SIDE OF NEW PARKING STRUCTURE. CONDUCTORS INCLUDED.	LS	1	2,650.00	2,650.00
267	RE FEED EXISTING LIGHTING & RECEPTS AT EXISTING MEDIAN FROM NEW ELECTRICAL SERVICE LOCATION. CONDUCTORS INCLUDED.	LS	1	17,375.00	17,375.00
268	RACEWAY AND JUNCTION BOX TO (2) IRRIGATION CONTROLLERS. CONDUCTORS INCLUDED.	LS	1	3,630.00	3,630.00
269	RACEWAY FOR ELECTRIC TO PROPOSED KIOSK, (1) 2 INCH CONDUIT, 200' MAX. OF TRENCH/CONDUIT. CONDUCTORS INCLUDED.	LF	1,200	10.93	13,110.00
270	RACEWAY FOR COMMUNICATION TO PROPOSED KIOSK, (1) 2 INCH CONDUIT, 200' MAX OF TRENCH/CONDUIT BACK TO ITS J-BOX OF VAULT. COMMUNICATION CABLE NOT INCLUDED.	EA	1,200	14.93	17,910.00
271	LOCATE, EXPOSE, REPAIR DAMAGED EXISTING ITS 4" DUCT, INSTALL NEW TRACER WIRE AND PULL LINE	LS	1	4,150.00	4,150.00
SUBTOTAL - TRAFFIC SIGNAL AND STREET LIGHTING					\$1,999,558.35

<u>ELECTRICAL ITEMS</u>					
272	MOBILIZATION FOR UTILITY WORK	LS	1	2,500.00	2,500.00
273	ELECTRICAL & COMM JOINT TRENCH (ALL TRENCH, BORE, CONDUIT, BACKFILL)	LF	506	50.00	25,300.00
274	APS S1 DETAIL BY OPEN CUT	LF	195	8.70	1,696.50
275	APS S1 DETAIL BY BORE	LF	165	31.90	5,263.50
276	APS S3 DETAIL BY OPEN CUT	LF	220	9.55	2,101.00
277	APS S4 DETAIL BY OPEN CUT	LF	160	11.80	1,888.00
278	APS S4 DETAIL BY BORE	LF	290	37.00	10,730.00

279	APS P4 DETAIL BY BORE	LF	530	36.55	19,371.50
280	APS 3 PHASE TRANSFORMER PAD	EA	1	2,830.00	2,830.00
281	BORE 2-5" APS CONDUITS (125' E/OF AZ AVE TO 100' W/OF AZ AVE)(S/OF JB)	LF	350	61.81	21,633.50

SUBTOTAL - ELECTRICAL ITEMS

\$93,314.00

BRT ITEMS

282	REMOVE CURB & GUTTER	LF	254	6.72	1,706.88
283	REMOVE BUS BAY/BUST STOP CONCRETE	SF	1,845	3.22	5,940.90
284	REMOVE SIDEWALK	SF	1,422	1.34	1,905.48
285	REMOVE PALM TREES AND MISC. LANDSCAPE	LS	1	6,968.16	6,968.16
286	REMOVE EXISTING CATCH BASIN	EA	1	1,631.93	1,631.93
287	REMOVE EXISTING RGRCP PIPE	LF	25	68.26	1,706.50
288	REMOVE ASPHALT	SY	385	9.15	3,522.75
289	SUBGRADE PREP	SY	86	15.87	1,364.82
290	4.5" AC BASE COURSE (19MM)	TN	22	65.26	1,435.72
291	6.5" ABC	TN	29	63.36	1,837.44
292	6" VERTICAL CURB & GUTTER (MAG 220A)	LF	275	15.28	4,202.00
293	BUS BAY (COC DTL C-230)	SF	1,680	7.36	12,364.80
294	2" TCK TEMP AC SIDEWALK	SY	125	9.41	1,176.25
295	CATCH BASIN (MAG 532)	EA	1	2,726.71	2,726.71
296	18" RGRCP (CLASS III)	LF	10	110.18	1,101.80

SUBTOTAL - BRT ITEMS

\$49,592.14

CITY HALL FRONTAGE ITEMS (RE: OWNER CONTINGENCY)

303	SECURITY BOLLARD (ALLOWANCE)	EA	34	2,500.00	85,000.00
304	4' SQUARE CONCRETE ART DISPLAY PAD (COST IS ESTIMATE FURNISHED BY DESIGN TEAM)	EA	1	5,400.00	5,400.00
305	PEDESTRIAN PAVERS CITY HALL (2 3/8" THICKNESS)(GROUND FACE MIX, COLOR: PEWTER)	SF	915	9.19	8,408.85
306	PEDESTRIAN CONCRETE PAVING (NATURAL GREY)(MEDIUM BROOM FINISH)	SF	7,873	3.01	23,697.73
307	PEDESTRIAN CONCRETE PAVING (NATURAL GREY)(EXPOSED AGGREGATE FINISH)	SF	4,876	9.27	45,200.52
308	DECOMPOSED GRANITE (KALAMAZOO MATERIALS, INC.)(3/8" SIZED APACHE RED)	SF	910	0.45	409.50
309	SEAT WALL AT CITY HALL (ALLOWANCE)(COST IS ESTIMATE FURNISHED BY DESIGN TEAM)	LF	50	470.00	23,500.00
310	RAISED SECURITY PLANTER (ALLOWANCE)(COST IS ESTIMATE FURNISHED BY DESIGN TEAM)	LF	36	600.00	21,600.00

311	RETAINING WALL (ALLOWANCE)(COST IS ESTIMATE FURNISHED BY DESIGN TEAM	LF	254	470.00	119,380.00
312	20' - 24' TALL DATE PALM	EA	2	4,800.00	9,600.00
313	36 INCH BOX TREE	EA	7	457.00	3,199.00
314	5 GALLON SHRUB / ACCENT	EA	100	15.00	1,500.00
315	1 GALLON GROUND COVER	EA	77	6.00	462.00
316	STAIR HANDRAILING (ALLOWANCE)(COST IS ESTIMATE)	LF	36	90.00	3,240.00
317	STAIRS (ALLOWANCE)(COST IS ESTIMATE)	LS	1	10,000.00	10,000.00
318	18" SECURITY SEATWALL (ALLOWANCE)(COST IS ESTIMATE FURNISHED BY DESIGN TEAM)	LF	36	470.00	16,920.00

SUBTOTAL - CITY HALL FRONTAGE ITEMS				\$377,517.60	
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MISCELLANEOUS ALLOWANCES

322	DRY UTILITY & UNDEFINED ELECTRICAL SCOPES		1	50,000.00	50,000.00
323	TEMPORARY LIGHTING FOR PROJECT		1	50,000.00	50,000.00
324	MISC. LANDSCAPE & IRRIGATION		1	50,000.00	50,000.00
325	SUBCONTRACTOR BONDS (ALLOWANCE)		1	68,092.00	68,092.00
326	PROGRESSIVE CONCRETE MOBILIZATIONS (ADDITIONAL TO THE 10 INCLUDED IN THEIR UNIT COSTS)(ALLOWANCE)		1	5,000.00	5,000.00
327	ISNS SIGN PANELS		12	500.00	6,000.00
328	ROOT BARRIER (ALLOWANCE)		1	35,000.00	35,000.00
329	PRESSURE WASH REMAINING EXISTING PAVERS		1	25,000.00	25,000.00

SUBTOTAL - MISCELLANEOUS ALLOWANCES				\$289,092.00	
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Subtotal #1 / Running Total #1 - Work Item Direct Costs				\$7,369,742.50	
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1001	General Conditions (Re: Exhibit B1)	MO	8.0	34,596.10	276,768.80
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Subtotal #2 - Management Indirect Costs				276,768.80	
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Running Total #2 - Total Direct Costs + Management Indirect				7,646,511.30	
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1002	Contractor's Fee for Overhead and Profit (10%)	%			764,651.13
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Subtotal #3 - Fee				764,651.13	
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Running Total #3 - Total w/o Bond, Insurance, Tax, and Contingency				8,411,162.43	
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1003	Builder's Risk, General Liability, Auto Insurance, etc. (1.5% of Running Total #3)	%			126,167.44
1004	General Contractor's Bond (1% of Running Total #3)(Allowance)	Allow			84,111.62
Subtotal #4 - Markups					210,279.06
Running Total #4 - Total w/o Tax and Contingency					8,621,441.49
1005	Sales Tax (COC 65% of 7.8% or 5.070% of Running Total #4) (Allowance)	%			437,107.08
1006	Tax Credits (Allowance) (Current Estimated Costs - Storm Drain, Irrigation Pipe, Potable, and Reclaimed Water Pipe)	Allow			(4,000.00)
Subtotal #5 - Tax					433,107.08
Running Total #5 - TOTAL (Before Contingencies)					9,054,548.57
1007	Construction Contingency (Re: Exhibit B2)	LS	1	571,393.86	571,393.86
Subtotal #6 - Construction Contingency					571,393.86
Running Total #6 - TOTAL (w/ Construction Contingency)					9,625,942.43
1008	Owner's Contingency (% of the Project's Direct Cost)	LS	1	600,091.68	600,091.68
Subtotal #7 - Owner Contingency					600,091.68
Running Total #7 - TOTAL (w/ All Contingencies)					10,226,034.11

**EXHIBIT B-1
GENERAL CONDITIONS**

AGE Item #	Item Description	Qty	Total % of Project	Unit	Unit Cost	Total Cost
	<u>GENERAL CONDITIONS</u>	8		MO		
1001.01	PROJECT MANAGER (Paul Ekstrom) (50%)	1,408	50%	HR	\$96.20	\$67,724.80
1001.02	PROJECT GEN SUPT (Gene Marshall) (100%)	1,408	100%	HR	93.00	130,944.00
1001.03	PROJECT PHOTOGRAPHY & VIDEO	1	100%	LS	25,000.00	25,000.00
1001.04	PROJECT OFFICE (1 EA)	8	100%	MO	750.00	6,000.00
1001.05	PROJECT YARD (CITY OWNED/FURNISHED)	8	200%	MO	0.00	-
1001.06	FIELD OFFICE AND YARD TEMPORARY POWER HOOKUPS (2 EA)	1	200%	EA	2,500.00	5,000.00
1001.07	FIELD OFFICE POWER AND UTILITIES	8	200%	MO	1,000.00	16,000.00
1001.08	STORAGE CONTAINERS (2 EA)	8	200%	MO	350.00	5,600.00
1001.09	MISC YARD TRASH DUMPSTERS (1ea/Mo)	8	200%	MO	500.00	8,000.00
1001.10	FIELD OFFICE TOILETS (2 EA)	8	200%	MO	100.00	1,600.00
1001.11	PROJECT FIELD TOILETS (2 EA)	8	200%	MO	100.00	1,600.00
1001.12	PROJECT ICE & DRINKING WATER	8	100%	MO	100.00	800.00
1001.13	CONSTRUCTION YARD FENCE (2 EA)	8	200%	MO	300.00	4,800.00
1001.14	OFFICE EQUIP & SUPPLIES	8	100%	MO	250.00	2,000.00
1001.15	COUNTY EARTH MOVING PERMIT (DUST PERMIT)	1	100%	EA	1,000.00	1,000.00
1001.16	HYDRANT METER FEE	2	100%	MO	350.00	700.00
1001	TOTAL PROJECT GENERAL CONDITIONS			LS		\$276,768.80

**EXHIBIT B-2
CONSTRUCTION CONTINGENCY**

AGE Item #	Item Description	Qty	Total Qty	Unit	Unit Cost	Total Cost
CONTINGENCIES						
1007.01	QUANTITY / SCOPE VARIATIONS 5% of Running Total Direct Costs Incl. Project Specific GC's - See Exhibit A)	1		LS	7,646,511.30	382,325.57
1007.02	COMMODITY ESCALATION (ASPHALT, CONCRETE, ABC)	1		LS	100,000.00	100,000.00
1007	SUBTOTAL #1- CONSTRUCTION CONTINGENCY DIRECT COSTS					\$ 482,325.57
1002	Contractor's Fee for Overhead and Profit (10%)			%		48,232.56
Subtotal #2 - Fee						\$ 48,232.56
Running Total #2 - Total w/o Bond, Insurance, & Tax						\$ 530,558.13
1003	Builder's Risk, General Liability, Auto Insurance, etc. (1.5% of Running Total #2)			%		7,958.37
1004	General Contractor's Bond (1% of Running Total #2)(Allowance)			%		5,305.58
Subtotal #3 - Markups						\$ 13,263.95
Running Total #3 - Total w/o Tax						\$ 543,822.08
1005	Sales Tax (COC 65% of 7.8% or 5.070% of Running Total #3) (Allowance)			%		27,571.78
1006	Tax Credits (Allowance) (Current Estimated Costs - Storm Drain, Irrigation Pipe, Potable, and Reclaimed Water Pipe)			Allow TBD		
Subtotal #4 - Taxes						\$ 27,571.78
Running Total #4 - TOTAL CONSTRUCTION CONTINGENCY						\$ 571,393.86

**EXHIBIT B-3
OWNERS CONTINGENCY**

AGE Item #	Item Description	Total Qty	Unit	Unit Cost	Total Cost
OWNER CONTINGENCIES					
1008.01	LANDSCAPE, PAVERS, & IRRIGATION MODIFICATIONS (FUTURE BRT STATION)(NE CORNER CB & AZ AVE)	1	LS	35,000.00	35,000.00
1008.02	APS REWORK IN THE PARK (CONDUIT & CONDUCTORS)(RELOCATION/REPLACEMENT SERVICE PEDESTALS)(NEW 400 AMP PEDESTAL FOR FUTURE STAGE)(LANDSCAPE RESTORATION - \$10K)	1	LS	200,000.00	200,000.00
1008.03	FUTURE PEDESTRIAN MOCK-UPS (LITHOCRETE ONLY)	1	LS	10,000.00	10,000.00
1008.04	REFURBISH TOWERS (ARCHITECTURAL ENHANCEMENT OF PARK TOWERS)(ALLOWANCE)	1	LS	100,000.00	100,000.00
1008.05	18" SEAT WALL W/ VENEER	66	LF	210.00	13,860.00
1008.06	24" SEAT WALL W/ VENEER	42	LF	245.00	10,290.00
1008.07	6' DIA. CONCRETE ART DISPLAY PAD W/ VENEER	1	EA	8,000.00	8,000.00
1008.08	4' DIA. CONCRETE ART DISPLAY PAD W/ VENEER	3	EA	5,400.00	16,200.00
1008.09	3' DIA. CONCRETE ART DISPLAY PAD W/ VENEER	3	EA	4,400.00	13,200.00
1008.10	PADS FOR SIGNAGE ELEMENTS	1	LS	100,000.00	100,000.00
1008	SUBTOTAL #1- OWNER CONTINGENCY DIRECT COSTS				\$506,550.00
1002	Contractor's Fee for Overhead and Profit (10%)		%		50,655.00
	Subtotal #2 - Fee				\$50,655.00
	Running Total #2 - Total w/o Bond, Insurance, & Tax				\$557,205.00
1003	Builder's Risk, General Liability, Auto Insurance, etc. (1.5% of Running Total #2)		%		8,358.08
1004	General Contractor's Bond (1% of Running Total #2)(Allowance)		%		5,572.05
	Subtotal #3 - Markups				\$13,930.13
	Running Total #3 - Total w/o Tax				\$571,135.13
1005	Sales Tax (COC 65% of 7.8% or 5.070% of Running Total #3) (Allowance)		%		28,956.55
1006	Tax Credits (Allowance) (Current Estimated Costs - Storm Drain, Irrigation Pipe, Potable, and Reclaimed Water Pipe)	Allow	TBD		
	Subtotal #4 - Taxes				\$28,956.55
1008	Running Total #4 - TOTAL OWNER CONTINGENCY				\$600,091.68

**EXHIBIT C
PERFORMANCE BOND**

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$ _____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____ for construction of **SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS CITY PROJECT NO. ST0721-401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

AGENT ADDRESS

SURETY SEAL

**EXHIBIT D
PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____ for construction of SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS CITY PROJECT NO.: ST0721-401 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

_____ AGENT OF RECORD	_____ PRINCIPAL SEAL
	By _____
	_____ SURETY SEAL
_____ AGENT ADDRESS	

CITY OF CHANDLER, ARIZONA
CERTIFICATE OF INSURABILITY

CITY OF CHANDLER PRIVILEGE TAX LICENSE

(Refer to Article 6.9, General Conditions; CONTRACTOR'S RESPONSIBILITIES)

PROJECT NAME: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS

PROJECT NUMBER: ST0721-401

Please attach current certificate per Article 6.9 General Conditions.

CITY OF CHANDLER, ARIZONA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
Project No.: ST0721-401

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$_____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires

**CITY OF CHANDLER, ARIZONA
PUBLIC WORKS DEPARTMENT**

CERTIFICATE OF COMPLETION

Project Name: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
Project No.: ST0721-401

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. ST0721-401 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____.
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

(Signature)

(Title)

DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT:

(Signature)

DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature)

DATE: _____

(Dept./Div.)

_____ Date of Final Walk-Through

_____ Date As-Built Received

_____ City As-Built Number

**City of Chandler
GENERAL CONDITIONS**

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION CONTRACT**

PROJECT TITLE: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
PROJECT NO: ST0721-401

This CONTRACT is made this day of , 20 , by and between the City of Chandler, 215 E. Buffalo Street, Chandler, Arizona 85225, (hereinafter referred to as "CITY,") and Achen-Gardner Engineering, LLC, limited liability company licensed to do business in the State of Arizona , (hereinafter referred to as "CM@RISK.")

CITY and CM@RISK, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. ARTICLE ONE – CITY’S STANDARD CONSTRUCTION GENERAL CONDITIONS

1.1. The City’s General Conditions for Construction Contracts are incorporated herein by reference and the parties agree to be bound by all provisions therein. If any of the provisions of the contract conflict with the City’s General Conditions for Construction Contracts, the parties are bound by the General Conditions. For the purposes of this Agreement, references to CONTRACTOR and to CM@RISK in said General Conditions refer to CM@RISK herein.

2. ARTICLE TWO – DEFINITIONS

Words used in this Agreement which are defined in CITY’s General Conditions for Construction Contracts shall have the meaning stated therein. CM@RISK is the CONTRACTOR as defined in said General Conditions.

2.1. “Construction Allowance Items” means those items included in the GMP as allowances, which items shall be paid based on the actual cost to CM@RISK as described in the City’s General Conditions for Construction Projects, Subsection 12.4., provided, however, no overhead or profit shall be included in the item as these are paid separately. The actual amounts paid for Allowance items shall be included in the Contract Price Subtotal by which the percentage for the Contractor’s fee for overhead and profit is multiplied.

2.2. “Guaranteed Maximum Price” (GMP) means the maximum amount to be paid by the City to CM@RISK for the performance of the Work which shall constitute payment in full for the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein.

3. ARTICLE THREE – CM@RISK – FIDUCIARY DUTY

3.1. This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CM@RISK has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this construction project.

3.2. CM@RISK is the CITY’s fiduciary responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).

3.3. This project is an "open book" project. CITY is entitled to attend any and all meetings, and CITY shall have access to any and all records of CM@RISK or maintained by CM@RISK relating to the Project.

4. ARTICLE FOUR – WORK

4.1. CM@RISK shall perform all work necessary to complete the Project described herein. The Project is known as and is hereinafter referred to as, CITY PROJECT NO. **ST0721-401** and is described as follows: construction of SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS described in the Contract Documents and including the furnishing of all materials, equipment, appurtenances, labor, plant and tools necessary to provide a complete workmanlike, finished and satisfactory Project as described herein. Each item shall be completed with all necessary connections, testing, painting and related work accomplished to provide for the satisfactory use and/or operation of the item.

4.2. CM@RISK shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

5. ARTICLE FIVE – CITY'S REPRESENTATIVE

5.1. CITY has appointed a CITY'S REPRESENTATIVE (sometimes referred to as CITY REP and sometimes known as the Owner's Representative or Construction Manager) to manage this Project and to represent the CITY on the Project site. The CITY REP will assume all duties and responsibilities and will have all rights and authority assigned to the CITY REP in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Any references in the Contract Documents, or other pertinent documents, to the Engineer or Project Engineer shall mean the CITY REP.

5.2. The CITY'S Representative is Tim Krawczyk

6. ARTICLE SIX - CONTRACT TIME

6.1. Completion time. The Work shall be substantially complete within **Two Hundred Eighty Nine (289)** days after the date when the Contract Time commences to run as provided in the Contract Documents, and all Work shall be finally completed and ready for final payment in accordance with the Contract Documents within **Three Hundred Fifteen (315)** days after the date when the Contract Time commences to run.

6.2. CPM Schedule. CM@RISK shall submit to CITY, on or before the effective date of the Construction Contract, a Construction Progress Schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted as often as necessary to accurately reflect plans for completion of the work, but no less frequently than required in the Contract Documents.

6.3. Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payment as stated in the Contract Documents, are of the essence of the Contract.

6.4. No Waiver. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CM@RISK'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.5. Specific Waiver. CITY'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling CITY to all the remedies set forth herein or provided by law.

6.6. Material Breach. Failure of CM@RISK to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Agreement entitling CITY to terminate the Agreement unless CM@RISK applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

6.7. Written Extensions. Failure of CITY to insist upon the performance of any covenant or condition within the time periods specified herein, or CITY's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of CM@RISK's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition. Failure of CM@RISK to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Agreement entitling CITY to all the remedies set forth herein or provided by law.

7. ARTICLE SEVEN - LIQUIDATED AND SPECIAL DAMAGES

7.1. Liquidated Damages:

7.2. It is hereby agreed that the amounts per day set forth herein in paragraphs 7.1.2. are reasonable estimates of such damages, that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by CITY, and CM@RISK agrees to pay such liquidated damages as herein provided.

7.2.1. CITY and CM@RISK recognize that time is of the essence of this Contract and that CITY will suffer financial loss, in addition to and apart from the costs described in Paragraph 7.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Article Six, plus any extensions thereof allowed in accordance with the Contract Documents. CITY and CM@RISK also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by CITY if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CM@RISK agree that as liquidated damages for delay (but not as a penalty) CM@RISK shall pay CITY **Seventeen Hundred Eighty** dollars and no cents (\$1780) for each calendar day that expires after the time specified in Article Six for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@RISK shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension

thereof granted by CITY, CM@RISK shall pay CITY **Eight Hundred Ninety** dollars and no cents (**\$890**) for each day that expires after the time specified in Article Six for final completion and readiness for final payment.

7.3. Special Damages: In addition to the amounts provided for liquidated damages, CM@RISK shall pay CITY the actual costs reasonably incurred by CITY for the CITY REP, the Project Designer and for engineering and inspection forces employed on the Work for each day that expires after the time specified in Article Six for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is One Hundred Forty Eight dollars (\$148 per) hour. The rate for work by the Project Designer for this Contract is One Hundred Ninety dollars (\$190) per hour. The rate for work by the CITY REP is One Hundred Ninety dollars (\$190) per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours

7.4. CITY may withhold and deduct from any payment due to CM@RISK the amount of liquidated damages, special damages, and other costs, such as CM@RISK'S failed testing costs or damages to other CITY property, from any moneys due CM@RISK under the Contract.

8. ARTICLE EIGHT - CONTRACT PRICE

8.1. Guaranteed Maximum Price. The Guaranteed Maximum Price (GMP) is the total amount payable by the City to Contractor for the complete construction of the Project. CM@RISK represents, warrants and guarantees to CITY that the total maximum cost to be paid by CITY for CM@RISK's complete performance of this Contract, including, without limitation, Final Completion of all Work, all services of CM@RISK under this Contract, and all fees, compensation and reimbursements to CM@RISK, shall not exceed the total amount of **Ten Million Six Hundred Twenty Five Thousand Three Hundred Forty Nine dollars Fifty Three cents (\$10,625,349.53)** ("Guaranteed Maximum Price"), as set forth in Exhibit B, attached hereto and incorporated herein by reference. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the CM@RISK without reimbursement by CITY.

8.2. Guaranteed Maximum Price Components. The Guaranteed Maximum Price is comprised of the maximum amount payable by CITY for:

8.2.1. The Cost of the Work for full and complete performance of the Work to complete the Project as described herein. The items to be included in Cost of Work are those listed in Section 12.4 of the City's General Conditions for Construction Projects, except that no overhead and profit shall be included in the cost of work and shall be subtracted out of items listed in 12.4 A 5) c, and the items listed in 12.4.A 5) d and h are not included in the cost of the work. The Cost of the Work will be referred to as the Work Item Direct Costs. No additional payments will be made for any work included in and/or necessary for completion of the Project unless specifically noted and excluded from the GMP in the assumptions and clarifications of the GMP. Progress payments will be made based on the schedule of values, however, City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work.

8.2.2. A fee to CM@RISK for Overhead and Profit which has been estimated for inclusion in the GMP to be the amount of **Seven Hundred Ninety Six Thousand Seven Hundred Fifty Three dollars Nine cents (\$796,753.09)** ("CM@RISK's Fee"). This fee shall be

determined by multiplying the agreed upon percentages listed in the GMP by the Work Item Direct Costs less the amounts listed for Contractor's General Conditions. This CM@RISK's Fee shall be the CM@RISK's sole and exclusive compensation for all costs not included in Subsections 8.2.1 or 8.2.3 herein and for those costs and expenses listed in Subsection 12.4 B and 12.5 of the City's General Conditions for Construction Projects, and is inclusive of all overhead and profit arising out of or relating to the CM@RISK's Work.

8.2.3. Reimbursement to CM@RISK by CITY for the cost of insurance, bonds and taxes actually incurred by CM@RISK for this Project.

8.2.4. The Guaranteed Maximum Price is further broken down into line items and categories on Exhibit A attached hereto.

8.3. Quantities. The quantities set forth in the GMP are used only for the purpose of substantiating and demonstrating the basis for the GMP submitted by CM@RISK and are not a part of this Contract nor any guarantee by CITY. CM@RISK shall install and perform such quantities as necessary to complete the Project in accordance with the Project description and the Contractor agrees to perform all of the Work for costs plus fees and reimbursements described herein, not to exceed the Guaranteed Maximum Price, regardless of whether or not the items or units are decreased or increased.

8.4. Cost Overruns. CM@RISK shall be solely liable and responsible for and shall pay any and all costs, fees and other expenditures in excess of the Guaranteed Maximum Price for and/or relating to the Work, without entitlement to reimbursement from CITY. CM@RISK is not entitled to any fee, payment, compensation or reimbursement under this Agreement or relating to the Work or Project other than as expressly provided in this Article 8.

8.5. Inferable Work (intent of the Project). CM@RISK agrees that the scope of the Guaranteed Maximum Price includes Work not expressly indicated on the Contract Documents, but which is reasonably inferable from the Project description and/or Contract Documents, or consistent therewith, and such Work shall be performed by CM@RISK without any increase in the Guaranteed Maximum Price.

8.6. Allowances. The GMP includes some work items with the cost listed as an allowance. Allowances are to be used specifically for the areas of work defined in the Contract Documents; provided however,

8.6.1. If the designated work is completed for less than the allowance, the surplus will revert to the project construction contingency.

8.6.2. If the designated work requires more than the allowance, the additional funds will be allocated by the CITY with assistance from CM@RISK within the GMP by transferring excess from other allowance items, value engineering or using less expensive means, methods or components or as a last resort reducing the scope of the Project.

8.6.3. A running balance sheet will be kept concerning the various allowances so that monies can be floated among the allowances to maintain the integrity of the overall GMP. Thus, savings in one area of work will be available to offset overruns in another area of work specifically associated with these allowances.

8.7. Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which shall be readily available for increased costs for subcontractors, material and equipment subject to prior approval of City, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of CITY, to reimburse CM@RISK for unexpected costs due to (a) scope gaps between trade subcontractors; (b) contract default by trade subcontractors; (c) unforeseen field conditions but only as defined in Subsection 4.3 of the City's General Conditions for Construction Projects; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere and (g) implementation of any Recovery Plan. Cost for which CM@RISK desires to be paid from the Construction Contingency shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. If agreed to by CITY, a "Use of Contingency" form shall be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency shall belong to the CITY and shall reduce the GMP.

8.8. Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the CITY (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. CITY shall provide CM@RISK with a Work Change Directive authorizing CM@RISK to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs shall be in amount mutually agreed upon by CM@RISK and CITY or shall be documented by CM@RISK on a time and materials basis and are subject to verification by the CITY. Any amount not used in the Owner's Contingency shall belong to the CITY and shall reduce the GMP.

8.9. Reduction of the Work. If CITY elects to have a party other than CM@RISK, or one of CM@RISK's Subcontractors, perform the Work related to an Allowance Item or other portion of the Work, or otherwise eliminates or reduces the scope of an Allowance Item or other portion of the Work, the Guaranteed Maximum Price shall be reduced by the Allowance Amount for any such Allowance Item or the budgeted amount in the Guaranteed Maximum Price for such item, and such amount shall be excluded from the Work Item Direct Costs upon which the CM@RISK's Fee is calculated.

8.10. Taxes. CM@RISK shall pay all existing and future applicable Federal, State and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with the performance of the Work. In the event CM@RISK is obligated to pay any new or increased taxes or duties arising after the date hereof, the amount of such new or increased taxes shall increase the Guaranteed Maximum Price pursuant to the Change Order provisions of this Agreement as set forth in the General Conditions. In the event CM@RISK receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the Guaranteed Maximum Price pursuant to the Change Order provisions of this Agreement.

9. ARTICLE NINE - PAYMENT PROCEDURES

9.1. Schedule of Values. Before the first application for Payment, CM@RISK shall submit to CITY, and the parties shall agree upon, a Schedule of Values, setting forth the various portions of the Work, and the costs listed in the Guaranteed Maximum Price allocated to each such portion of the Work. The Schedule shall be used as a basis for reviewing the contractor's

applications for payment and as a basis for progress payments. The Schedule of values shall be updated as actual costs become known to accurately reflect the cost of the work. City reserves the right to audit the books of CM@RISK, at any time, to determine actual costs and to modify the schedule of values to better reflect actual costs of the work. At Project completion and prior to final payment the parties will reconcile the schedule of values with the actual costs in accordance with provisions in Article Eight herein to determine the final payment.

9.2. Applications for Payment. CM@RISK shall submit completed Applications for Payment in accordance with the Contract Documents. No payment application will be considered complete unless it is accompanied by an updated Construction Progress Schedule and a certification that the on-site, red lined, as-built drawings are up to date. Completed Applications for Payment will be processed by CITY REP as provided in the Contract Documents.

9.3. Waiver of Claims at Final Payment. Acceptance of Final Payment by CM@RISK shall constitute a waiver of affirmative claims by CM@RISK except those previously made in writing and identified as unsettled at the time of Final Payment.

9.4. Retention. Prior to Substantial Completion, progress payments will be made in the amount equal to the percentages indicated below, but in each case less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE may determine, in accordance with the General Conditions or other provisions of the Contract Documents.

9.4.1. To insure the proper performance of the contract CITY shall retain ten per cent (10%) of the amount of each approved progress payment until the Work is fifty percent (50%) complete.

9.4.2. When the Work is fifty percent (50%) complete as measured by the schedule of values and approved by CITY REP, one-half of the amount retained under the ten percent (10%) retention provision, shall be paid to CM@RISK, provided CM@RISK is on schedule for project completion and is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After fifty percent (50%) completion, CITY shall retain five percent (5%) of each approved progress payment providing CM@RISK is on schedule for project completion, is making satisfactory progress on the Work, except that if at any time CITY determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under the contract subsequent to such determination

9.4.3. In lieu of retention, CITY will, at the option of CM@RISK, accept security as provided in ARS § 34-221.

9.5. CITY may withhold and deduct from each progress payment and final payment an amount equal to CITY'S estimate of the liquidated damages then due, or that would become due based on CITY'S estimate of late completion of the Work, provided CM@RISK fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed and taken to recover schedule slippage.

9.6. Final Payment: Upon final completion and acceptance of the Work and upon compliance with all other terms and conditions of the Contract Documents, CITY shall pay the remainder of the Contract Price, including retainage withheld, less such deductions as may be withheld to cover claims in accordance with state law and the Contract Documents, and to cover liquidated and special damages and other charges owing to CITY.

10. ARTICLE TEN – CHANGES TO CONTRACT GMP

10.1. Changes to Scope. CITY reserves the right to change the scope of the Project by adding or deducting work to be performed by CM@RISK under this Contract. Increases to the scope of work to be paid for out of the Owner's Contingency shall be documented by a Work Change Directive. Deductions from the work and additions after the Owner's Contingency has been exhausted shall be documented by a Change Order executed by both parties.

11. ARTICLE ELEVEN - CM@RISK'S REPRESENTATIONS

As part of the inducement for CITY to enter into this Contract, CM@RISK makes the following representations:

11.1. CM@RISK was a member of the Design Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.

11.2. CM@RISK has examined and carefully studied the Contract Documents (including any Addenda) and other related data identified in the Bidding Documents, including "technical data" and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

11.3. CM@RISK has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@RISK and safety precautions and programs incident thereto. The reports and drawings available to CITY are listed in the Supplementary Conditions. CM@RISK acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@RISK's purposes. CM@RISK acknowledges that CITY and CITY'S REP do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein with respect to Underground Facilities at or contiguous to the site. CM@RISK acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.

11.4. CM@RISK has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

11.5. CM@RISK has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@RISK does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

11.6. CM@RISK has correlated the information known to CM@RISK, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.

11.7. CM@RISK has given CITY REP written notice of all conflicts, errors, or discrepancies that CM@RISK has discovered in the Contract Documents, and the written resolution thereof by

CITY is acceptable to CM@RISK, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@RISK assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a reasonable Contractor, participating in the Design Process as the Construction Manager at Risk would have discovered.

12. ARTICLE TWELVE – CONTRACT DOCUMENTS, DRAWINGS AND ADDENDA

The Contract Documents which comprise the entire agreement between CITY and CM@RISK concerning the Work consist of those listed below. There are no Contract Documents other than the following:

12.1. This Contract

12.2. The project Design, Engineering and Specifications entitled: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS Project No. ST0721-201

12.3. The Drawings, comprised of a set entitled: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS Project No. ST0721-201

12.4. Performance Bond and Payment Bond.

12.5. The approved Construction Schedule (CPM).

12.6. General Conditions (pages 1 to 55, inclusive).

12.7. Notice to Proceed.

12.8. Approved Construction GMP and attached Assumptions

12.9. CM@RISK'S Schedule of Manufacturers and Suppliers of Major Equipment and Material Items.

12.10. The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

- A. Written Amendments;
- B. Work Change Directives;
- C. Change Order(s).

13. ARTICLE THIRTEEN – BONDS

CM@RISK shall furnish Payment and Performance bonds, each in an amount at least equal to the Contract Price, as security of the faithful performance and payment of all CM@RISK'S obligations under the contract documents. Exhibit C and Exhibit D attached hereto and incorporated in by reference.

14. ARTICLE FOURTEEN – INSURANCE

14.1. General Requirements:

- A. CM@RISK, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B. With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the CM@RISK may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the CM@RISK.
- E. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. CM@RISK's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of CM@RISK's acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of CM@RISK. CM@RISK shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require CM@RISK to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will not be accepted except with permission of the Management Services Director/designee.

- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the CM@RISK with reasonable promptness in accordance with the CM@RISK's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CM@RISK until such time as the CM@RISK shall furnish such additional security covering such claims as may be determined by the CITY.

14.2. Proof of Insurance - Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, CM@RISK shall furnish to CITY Certificates of Insurance, issued by CM@RISK's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of CM@RISK, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise CM@RISK of any deficiencies in such policies and endorsements, and such receipt shall not relieve CM@RISK from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of CM@RISK's obligations under this Agreement.

14.3. Required Coverage

Such insurance shall protect CM@RISK from claims set forth below which may arise out of or result from the operations of CM@RISK under this Contract and for which CM@RISK may be legally liable, whether such operations be by the CM@RISK or by a Sub-consultant or subCM@RISK or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the CM@RISK's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CM@RISK's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "1" "any auto" policy form CA00011293 or equivalent thereof.
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the CM@RISK's obligations under the Indemnification Agreement;
- I. Claims for injury or damages in connection with one's professional services;
- J. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included;

14.3.1. Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for CM@RISK's operations and products, and completed operations.

14.3.2. General Liability - Minimum Coverage Limits

- A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent CM@RISKS, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.
- B. Automobile Liability: CM@RISK shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the CM@RISK's work. Coverage shall be at

least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

14.3.3. Worker's Compensation and Employer's Liability:

CM@RISK shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over CM@RISK's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, CM@RISK will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of CM@RISK.

14.3.4. Builders' Risk (Property) Insurance:

CM@RISK shall purchase and maintain in force on a replacement cost basis, Builders' Risk insurance in the amount of the initial Contract Amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the City of Chandler has an insurable interest in the property required to be covered, whichever is earlier. The insurance shall, at a minimum, cover the perils insured under the Insurance Services Office, Inc. (ISO) special causes of loss form CP1030, and shall be endorsed as needed to provide full coverage for loss or damage from collapse, including collapse resulting from design error. CM@RISK shall provide and maintain Builder's Risk insurance covering construction activities including but not limited to fire, extended coverage, vandalism and malicious mischief, theft, collapse, flood, with the coverage limit of not less than the contract value, less site preparation.

14.3.5. Construction Insurance:

CM@RISK shall provide and maintain construction insurance coverage listed below until the project is accepted by the City of Chandler which shall be written for 100% of the completed value covering the City of Chandler as the insured.

- A. For construction of new buildings: "Builders Risk Form" - all risk forms with an extension of buildings coverage to include personal property of others in the care, custody and control of the insured.
- B. For additions or repairs of existing buildings or structures: "Builders Risk Completed Value Form", covering CM@RISKs' interest in improvements, repairs, additions, alteration to completed buildings, and subject the coverages described in item A above.
- C. For construction of bridges, viaducts or similar structures: "Bridge Builders Risk Form", All Risk Contract.

15. ARTICLE FIFTEEN - INDEMNIFICATION

To the fullest extent permitted by law, CM@RISK shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards

Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, work or services of CM@RISK, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose acts, errors, mistakes or omissions CM@RISK may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of CM@RISK, its agents, employees or representatives to fulfill CM@RISK'S obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than CM@RISK, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. ARTICLE SIXTEEN - MISCELLANEOUS

16.1. Terms used in this Contract which are defined in the General Conditions, shall have the meanings indicated in the General Conditions.

16.2. The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

16.3. CITY and CM@RISK each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in these Contract Documents.

17. ARTICLE SEVENTEEN – CONFLICT OF INTEREST

CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

18. ARTICLE - EIGHTEEN TERMINATION WITHOUT CAUSE

CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to CONTRACTOR specifying the termination date. Immediately after receiving such notice, CONTRACTOR shall discontinue advancing the work under this Agreement and shall deliver to

CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

18. ARTICLE NINETEEN - COMPLIANCE WITH ARIZONA STATE PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the offeror does not have scrutinized business operations in Sudan."

Contractor Immigration Warranty

To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

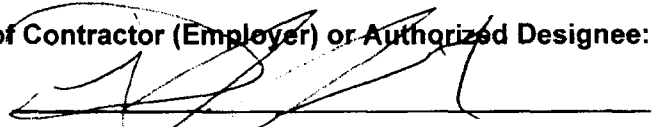
By completing and signing this form and attached Employee Verification Worksheet the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: ST0721-401 SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
Name (as listed in the contract): Achen-Gardner Engineering LLC
Street Name and Number: 550 S. 79th Street
City: Chandler State: AZ Zip Code: 85226

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: _____

Title: _____

Date (month/day/year): _____

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

This Contract will be effective on _____ of _____, 20____.

CITY OF CHANDLER

CONSTRUCTION MANAGER AT RISK

By: _____

Signature

MAYOR

Date

ADDRESS FOR NOTICE

City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
Phone: 480-782-3307
Fax: 480-782-3355

Printed or Typed

ADDRESS FOR NOTICE

Achen-Gardner Engineering LLC
550 S. 79th Street
Chandler, AZ 88226
Phone: (480) 940-1300
Fax: (480) 940-4576

ATTEST:

ATTEST: If Corporation

City Clerk

Secretary

APPROVED AS TO FORM:

City Attorney by: _____

SEAL

EXHIBIT A
GMP ASSUMPTIONS AND CLARIFICATIONS

- 1) Re: Contract Article 7.1.2, Liquidated Damages – Damages will be assessed in accordance with applicable MAG Standard.
- 2) Re: Contract Article 8.2.3, Insurance Reimbursement – Insurance will be compensated for at a fixed percentage of 1.5% of Running Total #2 (see SOV Item No. 1003).
- 3) Re: Contract Article 8.5, Inferable Work - It is understood that the documents listed (i.e. plans, specifications, etc.) have been used to prepare this GMP. Item “descriptions” and “unit measures” included in Exhibits B and related Exhibits shall serve to assist in the clarification of and definition of the scope of work included under each Item of Work (i.e. Item No.). The cost associated with any changes, revisions, additions and/or deletions directed by the City of Chandler or its agents will be compensated for and funded through the Owner's Contingency (re: Item No. 1008).
- 4) Re: Contract Articles 8.2.1 and 9.1, “actual cost” – It is understood that for all Work Items not denoted “Allowance”, the CM@Risk has developed Unit Prices (UP) that it feels reflect the actual cost of the work described. Any quantity over or under runs will be made based upon final measured quantities and these GMP UP's.
- 5) Re: Contract Article 6.1, Completion Time – Achen-Gardner agrees to substantially complete the improvements as defined and qualified in this proposal within 289 calendar days.
- 6) GMP Schedule - Proposed Project Schedule, excludes logic associated with acquiring temporary construction easements or permanent right-of-way of any kind. This GMP Proposal assumes ALL right-of-way and easements required to construct the Project have been or will be acquired by City staff in time to maintain the Project Schedule as presented herein.
- 7) Re: GMP Schedule - For the purpose of this contract, adverse weather conditions such as average days of rain per month, is assumed to be 1 each per month. A weather-related delay may be claimed on days where rainfall did not actually occur, but follows a day of heavy rain that has impacted the schedule. That is, the first nine (9) days of weather-related delays will not result in delays to the project schedule. If the project experiences additional weather-related delays beyond this amount, the Contractor shall be entitled to a commensurate extension of time associated with the delays and/or a GMP Price adjustment for additional costs associated with but not limited to General Conditions, accelerations, etc.
- 8) Re: Contract Article 11, CM@Risk's Representations - This GMP excludes all costs associated with removing, replacing and/or relocating any existing buried and/or overhead utilities not detailed in documents listed and specifically defined on Exhibit B. Achen-Gardner does accept responsibility for protecting any existing utilities shown on the Project Plans that have been properly located/ identified by locators (i.e. Blue-stake).
- 9) Re: Contract Article 14.3, policy form CG00011093 or equivalent – This proposal is based on forms:

- CG 0001 1207 being "equivalent" as it relates to this Article and Commercial General Liability Coverage.
 - CA 0001 0306 being "equivalent" as it relates to this Article and Commercial Auto Liability Coverage.
- 10) Re: Contract Article 14.3.I, Professional Liability Coverage – CM@Risk excludes Professional Liability Coverage as it relates to this Construction Contract.
 - 11) Re: Contract Article 14.3.1, Additional Insured, Form B, CG 20101001 or equivalent – This proposal is based on form CG 2010 0704 being "equivalent" as it relates to this Article.
 - 12) Re: Item No. 1002, General Conditions – The quantity of 9 ½ months will be used to calculate partial payouts. This item's total price is subject to adjustment based on approved changes and/or extensions of time.
 - 13) Re: Item No. 1005, Sales Tax (5.070%) has been calculated on the total costs associated with Running Total #4. Waterline Material Tax Credits (re: Item No. 1006) will be applied as they are administered.
 - 14) Re: Item No. 1007, Construction Contingency – Estimate of Construction Contingency has been set at \$590,408.88. See Exhibit B2, Estimate of Construction Contingency, for related assumptions. These assumptions in no way qualify what the Construction Contingency can be used for. The parties intent to utilize Construction Contingency funds for possible material shortages and associated cost increases resulting from material price spikes, delays, and/or decreased efficiencies. Reimbursement under this Item will be based on documented time and material unless fixed unit prices are mutually agreed to.
 - 15) GMP excludes all costs associated with COC permit & plan review fees, QA (i.e. inspection) costs, impact fees, utility company fees and/or any other permit or fee not detailed in Exhibit B and related Exhibits.
 - 16) Specialty Subcontractors' Performance and Payment Bonds may be required by Achen-Gardner on this Project. Final approved Schedule of Values and Unit Prices will include costs associated with this requirement (re: Item No. 325).
 - 17) Re: Hazardous Materials – GMP proposal excludes any and all costs associated with handling and/or disposing of hazardous wastes.
 - 18) Re: Hard Dig – GMP proposal excludes any rock excavation requiring blasting and/or hydraulic breakers of any kind.
 - 19) Re: Subcontractor and Supplier pricing - GMP based on Awarded Subcontractor and Supplier resource values and associated proposal/quoteclarifications/inclusions/exclusions/qualifications.
 - 20) Re: Contract Article 14.3.4 – CM@Risk will bill this item directly if the City required it.
 - 21) This GMP is based on the following documents:

- 60% plan set by Tristar – dated 10/08/09 – received by AGE 10/09/09.
- 60% project Special Provisions by Tristar – dated 10/08/09 – received by AGE 10/09/09
- Addendum No. 1 to 60% plans by Tristar – dated 10/21/09 – received by AGE 10/21/09
- Addendum No. 2 to 60% plans by Tristar – dated 10/23/09 – received by AGE 10/23/09
- Addendum No. 3 to 60% Special Provisions by Tristar – dated 10/26/09 – received by AGE 10/27/09
- Addendum No. 4 to 60% plans by Tristar – dated 11/04/09 – received by AGE 11/04/09
- Addendum No. 5 to 60% plans by Tristar – dated 10/31/09 – received by AGE 10/31/09
- Addendum No. 6 to 60% plans by Tristar – dated 11/02/09 – received by AGE 11/02/09
- Addendum No. 7 to 60% Special Provisions by Tristar – dated 11/02/09 – received by AGE 11/02/09
- 60% plan set by J2 – dated 11/16/09 – received by AGE 11/17/09
- Revised 60% plan sheet HS-01 by J2 – emailed by J2 on 11/17/09 – received by AGE 11/17/09
- 60% Special Provisions by J2 – emailed by J2 on 11/17/09 – received by AGE 11/17/09
- Schedule of Quantities by J2 – emailed by J2 on 11/17/09 – received by AGE 11/17/09

AGE #	ITEM DESCRIPTION	<u>CLARIFICATION,</u> <u>ASSUMPTION,INCLUSION/EXCLUSION</u>
01	MOBILIZATION	<p>Includes the following based on one time basis:</p> <ul style="list-style-type: none"> • Preparation and grading (for control of rain water) of staging area, placement of construction entrance (rip rap). Set up and take down of project field office. Set up and take down of staging yard locations, to be used for construction equipment storage and stockpiling of project equipment, furniture and material. City of Chandler will provide; 200'x200' staging yard located at the NEC of Buffalo and Arizona Ave. 100'x100' staging yard located at the SEC of Chicago and Oregon, rent free for the duration of the project. AGE will fence the areas and return areas to as good or better condition at project completion. • Equipment Mobilization for construction of project.
02	SWPPP (ALLOWANCE)	<ul style="list-style-type: none"> • Allowance to provide; SWPPP program and plan, initial installation of SWPPP devices, required SWPPP inspections, documentation and maintenance.

AGE #	ITEM DESCRIPTION	CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION
03	CONSTRUCTION SURVEY & LAYOUT (including As-Builts)(ALLOWANCE)	<ul style="list-style-type: none"> Initial project survey and controls. Required project survey calculations and staking fees. Includes re-staking fees. Project As-Built Survey.
04	QUALITY CONTROL & MATERIAL TESTING (ALLOWANCE)	<ul style="list-style-type: none"> Allowance based on required MAG test frequencies. With additional tests for phased working productions. Allowance includes QC Tech on-site project hours, Engineer review and weekly project quality control reports.
05	MESSAGE BOARDS (ALLOWANCE)	<ul style="list-style-type: none"> Message boards will be utilized only when requested by City of Chandler. Quantity assumes six (6) message boards for the duration of the project.
06	TRAFFIC CONTROL	<ul style="list-style-type: none"> Traffic Control Item excludes installation and removal of any temporary pavement as well as temporary signals. Excludes construction of detour roads.
07	PEDESTRIAN TRAFFIC MANAGEMENT	<ul style="list-style-type: none"> Use of 200' of pedestrian safety handrail on-site during project duration, for various locations as needed. Pedestrian detours will use barricading, caution tape and pedestrian delineation signage, to route pedestrians across the street during phased construction. Pedestrian sidewalk will be maintained on the west side of Arizona Ave. between Frye and Boston. Sidewalk access to Serrano's will be maintained on the east side of Arizona Ave. from Boston to Serrano's front door. Pedestrian sidewalks between Boston and Buffalo will be closed on both east and west sides of Arizona Ave. Pedestrians will be detoured to Arizona Place and San Marcos Place respectfully. Temporary pedestrian sidewalks will be maintained within a TCE, behind Right-of-way line, between Buffalo and Chandler Blvd. Includes business access signage.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION</u>
11	PUBLIC OUTREACH (ALLOWANCE)	<p>Scope only includes the following Services:</p> <ul style="list-style-type: none"> • Maintain & update web page that contains all pertinent project information. • Establish and maintain a hotline to respond to public concerns • Prepare a bi-monthly one-page flyers/notices of all construction activity updates to be distributed to the public • Excludes mailing cost of flyers/notices (performed by the City).
12 - 21	REMOVAL ITEMS	<ul style="list-style-type: none"> • Price is based upon all removals to be accomplished by others will be completed prior to start of our work (if applicable). • Cost includes trucking and dump fee's (all removal items) except where noted. • Removal cost for concrete pipe and existing 6" DIP hydrant laterals include 100% ABC backfill and all removal and disposal costs. • Where existing 6" DIP hydrant lateral pipe is to be removed it is assumed that the valves to remain are flanged to the 16" x 6" tee. If they are NOT, then shutdowns of the 16" will be required to plug those valves.
14, 15	REMOVE EXISTING STREET PAVERS & EXISTING CONCRETE SUB-BASE	<ul style="list-style-type: none"> • Item includes remove & salvage of existing pavers and delivery to City of Chandler facility. Existing 9" concrete sub-base will be removed to limits as shown on the plans. •
17	REMOVE EXISTING SIDEWALK & EXISTING PEDESTRIAN PAVERS	<ul style="list-style-type: none"> • Excludes displacement/damage of existing building facades caused by construction of façade(s) on top of existing sidewalk and removal of sidewalk under façade(s). • It is assumed that the sub-base under the existing pedestrian pavers is ABC. Pricing excludes removal of slurry/concrete sub-base under existing pedestrian pavers. • ABC will be left in place if lower than final subgrade elevation.
18	REMOVE EXISTING SITE FURNISHINGS	<ul style="list-style-type: none"> • Includes the remove and salvage to AGE construction project yard. Disposal by AGE excluded. City to salvage from AGE yard. • Site Furnishings include: park benches, park chairs, etc.
19	REMOVE /SALVAGE TREE GRATES	<ul style="list-style-type: none"> • Includes removal of existing grates and delivery to City of Chandler McQueen Yard. Disposal is excluded.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION</u>
20	REMOVE EXISTING CONCRETE AJ CHANDLER ENTRY MONUMENT SIGNS	<ul style="list-style-type: none"> • Removal/salvage of lettering on monuments is included. City to salvage lettering from AGE yard. Disconnection of power (if applicable) at monuments is excluded. Removal of existing conduit and wiring is excluded.
22	MASS GRADING	<ul style="list-style-type: none"> • Price is based upon Achen-Gardner being allowed to store excavated dirt within existing right-of-way (if applicable). The excess dirt not utilized in construction shall be disposed prior to contract completion time. • Excludes over-excavation of roadway sections.
25 - 27	ASPHALT PAVING ITEMS	<ul style="list-style-type: none"> • Price based upon asphalt being placed in single lift unless final thickness is greater than 3" then material will be place in (2) two lifts. • The quoted price for the Base Course is based on an average price for the asphalt @ \$37.00 per ton. • The quoted price for the Surface Course is based on an average price for the asphalt @ \$37.00 per ton. • If the price per ton should increase/decrease, the difference will be accounted for in the material price escalation contingency (i.e. Commodity Escalations, Item 1007.2 in Exhibit B2). • Remove and replacement of asphalt bid item is for installation of dry/wet utility crossings. Asphalt will be 10" thick (19mm) install on 8" ABC. Section thickness is based on average thickness on pothole report as agreed in weekly TriStar meeting with City staff in attendance.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION</u>
34, 35, 37, 38 45, 46	CONCRETE ITEMS (C&G AND SIDEWALK)	<ul style="list-style-type: none"> Sidewalk ramps are constructed of concrete not pavers and will be placed on native material. The quoted price is based on an average price for the Class B Concrete @ \$49.50 per cubic yard. If the price per CY should increase or decrease, the difference will be accounted for in the material price escalation contingency (i.e. Commodity Escalations, Item 1007.02 in Exhibit B2). No material prices are extended beyond 12-31-10. This applies to all concrete. Excludes color concrete and/or exposed aggregate only were shown on plans. Otherwise color to be "standard concrete grey".
36, 39-41	CONCRETE ITEMS (VALLEY GUTTERS, APRONS, DRIVEWAYS & BUS BAYS)	<ul style="list-style-type: none"> The quoted price is based on an average price for the Class A Concrete @ \$51.00 per cubic yard. If the price per CY should increase or decrease, the difference will be accounted for in the material price escalation contingency (i.e. Commodity Escalations, Item 1007.02 in Exhibit B2). No material prices are extended beyond 12-31-10. This applies to all Class A concrete. ABC is excluded from Bus Bays (C-230), Valley gutter and apron sub-base and driveways. They will be placed on compacted native material. 6" ABC is included in the construction of C.O.C. detail C-231. Excludes colored/stamped concrete.
43, 44	PARK FENCING/ROLL GATE (ALLOWANCE)	<ul style="list-style-type: none"> Will be installed per J2 plans and spec's.
47 – 49	PEDESTRIAN LITHOCRETE PAVING	<ul style="list-style-type: none"> No work can occur in area around Lithocrete concrete for (1) one week once Lithocrete concrete is installed.
50	PEDESTRIAN BRICK PAVERS	<ul style="list-style-type: none"> Brick pavers to be installed on 1" sand on 6" of ½ slurry. Color of brick pavers to be specified by J2.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
51, 52	BRICK STREET/CROSSWALK PAVERS	<ul style="list-style-type: none"> • Brick pavers in intersections will be installed 1/4 intersection at a time (Frye, Chicago, Boston, Buffalo); Traffic/Pedestrian Table will be installed 1/2 at a time - (3) Traffic/Pedestrian Tables). • Color/style of pavers to be specified by J2. • Pavers will be set on 1" of sand, 1" of 2 sack sand slurry on 9" concrete subbase.. • Scoring the existing 9" PCC before installation of 1" 2 sack sand slurry is excluded.
61, 62	REMOVE CONC. PIPE/CATCH BASINS	<ul style="list-style-type: none"> • Price includes removal and haul off of pipe and catch basins. Pipe trench to be backfilled with ABC.
68	STORM DRAIN 18" RGRCP	<ul style="list-style-type: none"> • 12" ABC backfill over pipe Balance of backfill to be native material except for pipe perpendicular to centerline of street. That pipe will have 100% ABC backfill per City Engineer.
81	1" WATER SERVICE	<ul style="list-style-type: none"> • 1" service will be connected to new hydrant lateral. Each location is based on 20 LF of 1" copper installed. • ABC will be placed (1) one foot above service line. Balance of backfill will be with native material per City Engineer. • 1" water meter is excluded. Permits of any kind are excluded.
80	RELOCATE FIRE HYDRANTS	<ul style="list-style-type: none"> • Existing fire hydrants will be relocated per hydrant relocation schedule. • New fire hydrants to be installed only where specifically called for.
75 - 78	SEWERLINE	<ul style="list-style-type: none"> • Elimination of the storm drain/sewer conflict at sta 212+55 will require a complete closure of the east 1/2 of the roadway. • Closure to be scheduled per approved traffic control submittal.
101	REMOVE/SALVAGE EXISTING PARK CORNER SIGNS	<ul style="list-style-type: none"> • Copper signs on posts: Demo posts & foundations. Salvage to the City the copper sign panels. • Salvage the lettering on the concrete monuments to the City. Demo the concrete monuments.
106 - 121	STRIPING ITEMS	<ul style="list-style-type: none"> • Per note 2 on sheets SM-01-11 all longitudinal striping shall be paint. Thermoplastic will not be applied to any longitudinal striping.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION</u>
134	2" WATER SERVICE FOR LANDSCAPING	<ul style="list-style-type: none"> • 2" service will be connected to existing waterline. Each location is based on 50 LF of 2" copper installed. • Backfill will be 100% ABC per City Engineer. • 2" water meter is excluded.
122 - 124	LANDSCAPING & IRRIGATION	<ul style="list-style-type: none"> • Salvaged trees shall be placed in AGE construction yard (location of nursery). Transplanting of trees shall be within 5 miles of Arizona Avenue and Chandler Blvd. • Every attempt will be made to assure survivability of salvaged trees. Pricing does not include purchase of new palm trees or any other type of tree that is scheduled to be transplanted at onsite/off-site location. Once salvaged trees are placed at new location it is the City of Chandler's responsibility to maintain tree (provide water, fertilizer and any other item needed to assure proper relocation). • Maintenance period for landscape on project is 90 days.
172	MOBILIZATION ELECTRICAL SUB	Install and remove construction fence, Install and remove container box, and Transport and Remove equipment to site.
174	Relocate existing Street Light to locations within the Corridor (Historic-Sternbergs in park)	Drill, Form, Pour new foundations. Provide new anchor bolts. Remove and relocate existing pole on to new foundation. Old foundations removed by AGE. Conduit and conductors not included under this item (see added items #3).
175	Remove & Salvage existing Gooseneck Style Street Light Pole/Arm	All crane, transport, and labor necessary to remove and disassemble existing street lights and return to the city.
176	Remove & Salvage Traffic Signals	All equipment, labor, and transport necessary to disassemble all unused traffic signal components per 60% plans and return to the city.
179	Remove/Dispose existing APS Lighting Pull Box	Excavate, remove, and dispose of existing APS pull box. Cut off conduit elbows below grade.
180	Remove/Salvage to City existing Street Light Conductors	Disconnect, remove, and dispose of existing abandoned conductors.
181	1" Sch 40 PVC Electrical Conduit (with ½ inch Pull Rope)	Trench, conduit, and fittings as necessary to provide a jumper from the proposed j box to the receptacle or Street Light. Native backfill for trench out of roadway.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
182	2" Sch 40 PVC Traffic Signal Conduit (with ¼ inch Pull Rope)	Trench, conduit, and fittings as necessary to provide jumpers from the traffic signal boxes to the proposed traffic signal pole foundations. Also all trench, conduit, and fittings necessary to provide a raceway for flashing crosswalk system. Native backfill for trench out of roadway.
183 - 185	3" & 4" Sch 40 TS and ITS conduit	Trench, conduit, and fittings as shown on traffic signal plans. Native backfill for trench out of roadway.
187	2-1/2" PVC Electrical Conduit with ¼ inch Pull Rope	Trench, conduit, and fittings as shown on Street Lighting, Auxiliary Power, and Median Lighting
188	(2) 2-1/2" PVC Electrical Conduits with ¼ inch Pull Ropes	Common trench, conduit, fittings as shown on plans to place Street Lighting and Auxiliary Power in Joint trench. Native backfill for trench out of roadway.
189	Joint Trench (2-1/2" Electrical Conduit) (4" PVC Interconnect w/3 1 ¼ inch Inner ducts) (1/4 inch Pull Ropes)	Common trench, conduit, and fittings as shown on plans to place Street Lighting or Auxiliary Power and Interconnect in Joint Trench. Native backfill for trench out of roadway.
190	Joint Trench (2), 2-1/2" Electrical Conduits(4" PVC Interconnect w/3 1-1/4 inch Inner ducts) (1/4 inch Pull Ropes)	Common trench, conduit, and fittings to place Street Lighting, Auxiliary Power, and Interconnect in Joint Trench. Native backfill for trench out of roadway.
191	Directionally Bore Conduit (Street Light)	All costs associated to directionally bore street lighting conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. If potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
195	Directionally Bore Conduit (Traffic Signal)	All costs associated to directionally bore street lighting conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
201	5 ft Luminaire Mast Arm (Powder Coated Bronze)	Cost to furnish and install 5' LMA painted Bronze at Frye, Chicago, Boston, and Buffalo.
22	Relocate existing Metered Service Pedestal (Traffic Signal) (Boston Intersection- from SE Corner to NE Corner)	All equipment, material, and labor necessary to remove and reinstall existing electrical service on to a new foundation. Foundation and utility company point of service is NOT included in this item.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
222	Opticom Emergency Pre-Emption System (Intersection) (New at Chicago)	Furnish and install a fully functioning Pre-emption system at Chicago as shown on plans per Chandler specs. Conductors for this system are NOT included in price. See item #165
223	Relocate Opticom Emergency Pre-Emption Detectors (Boston, Buffalo, Chandler Blvd)	Conductors included in TS Conductor Item.
224	Econolite Solo-Pro 4-Camera Video Detection System (Intersection) (New at Chicago)	Conductors included in TS Conductor Item.
225	Relocate existing Video detection Cameras to new LMA (Frye, Boston, Buffalo, Chandler Blvd)	Conductors included in TS Conductor Item.
228	In Roadway Lighting System (Crosswalks) (LS for each Intersection) (Incl Conductors)	Cost to furnish and install Lighted crosswalk system as manufactured by spot devices as shown on plans. Conduit is not included in this item. " A" poles are not included in this item. Integration to City of Chandler's F.O. system is not included. Additional cable and labor have been included to accommodate for "saw tooth" installation method.
229	Traffic Signal Conductors (All New Conductors) (LS for each Intersection)(Incl. Remove/Dispose of existing Conductors)	Cost to furnish and install traffic signal conductors as shown on project plans. Cost includes Pre-emption and Video Detection conductors when necessary.
236- 241	No. 5 Pull box (Concrete)(Landscape)	All equipment, material, and labor to install pull boxes (concrete box and lid). Per AP-07. Concrete band by AGE.
242	No. 9 Pull Box (Interconnect) (COC Standard for Interconnect)	All equipment, material, and labor to furnish and install #9 vaults for Interconnect per Chandler specs.
243	Replace No. 9 Pull Box Lid/Adjust Pull Box	All equipment, material and labor to remove existing #9 lid and frame, adjust box to proper grade, and replace lid and frame with new style per Chandler specs.
245	Irrigation Service Pedestal	All cost for equipment, material, and labor to furnish and install 1) 100 a 120/240v 1ph "trailer park" service pedestal to feed irrigation controller. Type to Millbank MPRV-100. Point of service from utility company is NOT included in this price.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION, INCLUSION/EXCLUSION</u>
246	Lighting Metered Service Pedestal	All costs for equipment, material and labor to furnish and install 400 amp free standing electrical service with 2) 200 amp 42 cir panels loaded with 1 pole 20 amp breakers 2) 200 amp electronically held contactors 2) Astronomic time clocks hand-off- auto and photo cell control circuit.
247	Lighting Metered Service Pedestal Foundation	All costs for equipment, material, and labor to excavate, form, and pour 400 amp electrical service equipment pads with 3' housekeeping pad in front of cabinet.
256	Banner Support Arm	Spring loaded arm sets. Cost furnished by SWTE.
260	Hydrel 7000 Series Knuckle Mount Flood Light on 4" Diameter Round Pole Arm	Cost to furnish and install Hydrell 7000 series flood light on 4" stanchion. No GFCI.
261	Hydrel 7000 Series Knuckle Flood Light on Pedestal Stanchion Mount w/GFCI outlet	Cost to furnish and install Hydrell 7000 series flood light on 4" stanchion w/ GFCI.
263	Auxiliary Electrical Outlet (Per Detail)	Furnish and install Duplex receptacle on post as shown on plans. No conductors are included in this item.
272	Electrical & Comm Joint Trench (All Trench, Bore, Conduit, Backfill)	All cost for equipment, material, and labor to place utilities through the intersections of Frye, Boston, and Buffalo as shown on details "A" and "B". To be open cut and full depth slurried back. All traffic control saw cutting, plating, a/c removal, a/c replacement by AGE. Off shift work hours is included.
204	35' SMA Galvanized	All cost to furnish and install 35' standard galv. SMA at Chandler Blvd. (non trombone).
259	Conductors for Receptacles, Street Lights, Ped Lights, Irrigation Ped Allowance	Assumptions have been made to allow for available funding on lump sum conductors. Assumptions based on the following qty's and sizes: #10 - 20,000 LF #4 - 20,000 LF #2 - 25,000 LF #1 - 21,000 LF #1/o - 15,000 LF No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No.1008.02

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
264	Conduit & Conductors to Re-Feed Relocated Sternberg Lights at Park	Trench (1500'), 2" conduit (1500'), fittings, #5 pull boxes (21) , and 4)# 4 conductors (6000') between existing Park Sternberg lights to re feed on to new electrical system. No boring is included. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No.1008.02
265	Raceway & J-Box from nearest New Electrical Service to proposed water feature.	Approx 100 lf of trench and 3" conduit from the proposed electrical service on the NWC or AZ and Boston to the proposed water feature at the NWC of AZ ave and Boston. No conductors or controls are included. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No.1008.02
266	Raceway & J-Box from nearest Electrical Service to proposed Seating Area at south side of New Parking Structure. Conductors included.	Approx 200lf of trench and 2" conduit from the proposed electrical service North of Circle K to the feed the proposed seating area. No conductors, controls, or lights are included. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No.1008.02
267	Re-Feed existing Lighting and Recepts at existing Median from New electrical Service location. Conductors included.	All equipment, material and labor to re-feed the existing median lighting and receptacles south of chandler blvd. 300' trench 100' directional bore 500' joint trench 65' joint bore 1000' 2.5" conduit and fittings 250' of 1" conduit and fittings 4000' of #4 conductor 1000' #10 conductor No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No.1008.02
186	Bore (1) 4 inch at Az Ave & Chandler Blvd. to accommodate Video Detection Cable	All costs associated to directionally bore Traffic signal conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12' lifts. Surface restoration by AGE.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
268	Raceway and Junction Box to (2) Irrigation Controllers. Conductors included.	All cost for equipment, material, and labor to provide a 1" raceway from electric service to proposed irrigation pedestals. No conductors are included in this item. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
269	Raceway for electric to proposed Kiosk, (1) 2 inch Conduit, 200' max. of Trench/Conduit. Conductors included.	All cost for equipment, material, and labor to provide a 2" raceway from electric service to proposed Kiosks. No conductors are included in this item. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
270	Raceway for Communication to proposed Kiosk, (1) 2 inch Conduit, 200' max of Trench/Conduit back to ITS J-Box of Vault. Communication Cable not included.	All cost for equipment, material, and labor to provide a 2" raceway from F.O. system to proposed Kiosks. No Communication cables are included in this item. No design is available. Additional scope to be applied to Bid Item No. 322 or contingency item No. 1008.02
274	APS S1 Detail by open Cut	All cost for equipment, material and labor per APS detail S1, preliminary plans, and site conditions. Conductors by APS.
275	APS S1 Detail by Bore	All cost for equipment, material and labor per APS detail S1 by bore, preliminary plans, and site conditions. Conductors by APS.
276	APS S3 Detail by Open Cut	All cost for equipment, material and labor per APS detail S3, preliminary plans, and site conditions. Conductors by APS.
277	APS S4 Detail by Open Cut	All cost for equipment, material and labor per APS detail S4, preliminary plans, and site conditions. Conductors by APS.
278	APS S4 Detail by Bore	All cost for equipment, material and labor per APS detail S4 by bore, preliminary plans, and site conditions. Conductors by APS.
279	APS P4 Detail by Bore	All cost for equipment, material and labor per APS detail P4 by bore, preliminary plans, and site conditions. Conductors by APS.
280	APS 3 Phase Transformer	All cost for equipment, material and labor to provide APS 3 phase transformer pad. Transformer by APS.

<u>AGE #</u>	<u>ITEM DESCRIPTION</u>	<u>CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION</u>
193	Directionally Bore for Auxiliary Power	All costs associated to directionally bore Auxiliary Power conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
192	Directionally Bore for Street Light and Auxiliary Power	All costs associated to directionally bore street lighting and auxiliary power conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
196	Directionally Bore for ITS	All costs associated to directionally bore Interconnect conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
194	Directionally Bore for New Median Lights and Receptacles	All costs associated to directionally bore median lighting/receptacle conduit to eliminate the need to remove and replace A/C, PCCP, Pavers, sidewalk, Ramps, or Driveways. Cost of conduit included in conduit item. All potholes are included as necessary to perform work. All potholes shall be backfilled with ABC compacted in 12" lifts. Surface restoration by AGE.
281	(2) 5" per Aps Specifications Crossing AZ Ave at Chandler Blvd.	Cost to furnish and supply all equipment, materials, and labor to directionally bore 2) 5" db -100 conduits from a location approx 125' east of Az ave to a location approx 100' west of Az Ave. Cost includes all potholes for utility locating, pothole backfill to be ABC compacted in 12" lifts, Surface restoration to be by AGE. Transformers/ Switching cabinet pad are NOT included in this cost.
271	Repair damages ITS Conduit 4"	Cost to include all equipment, material, and labor to locate, excavate, and repair previously damages ITS conduit 4". Cost also includes new tracer and pull line from existing vaults/ pull boxes. Price does not include surface restoration, plating, milling, innerduct, or new Fiber Optic cable.

AGE #	ITEM DESCRIPTION	CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION
282 – 296	BUS BAY IMPROVEMENTS AT BRT	If the selected contractor by Valley Metro performs this work during construction of the Arizona Avenue Improvements they shall work under their own barricade plan.
304, 309, 310, 311, 316, 317, 318	CITY HALL ITEMS	The costs for these items are based on estimated furnished by the design team. Final costs to be determined with approved design, plans and specs.
322	DRY UTILITY SCOPE VARIATIONS (ALLOWANCE)	<ul style="list-style-type: none"> For minor changes in final design to the APS scope.
323	TEMPORARY OH LIGHTING (ALLOWANCE)	Allowance is to provide a fund to supply temporary overhead electric for roadway lighting. Assumptions include 2,500 LF of 1/o Tri-Plex Rigging for Point of connection at each pole Terminations Aerial Equipment Labor Utility Company Coordination \$1k for utility company Fees
325	SUBCONTRACTOR ALLOWANCE BOND	<ul style="list-style-type: none"> European Pavers \$14,594.00 Landscaper \$8,047.00 Kimbrell \$41,858.00 Progressive Concrete \$3,593.00
324, 326, 327, 328, 329	MISCELLANEOUS ALLOWANCES	Accounts for items / scopes yet to be specified by final design and do not offer enough information to furnish firm costing.

AGE #	ITEM DESCRIPTION	CLARIFICATION, ASSUMPTION,INCLUSION/EXCLUSION
1001.03	PROJECT PHOTOGRAPHY & VIDEO (ALLOWANCE)	Refer to City of Chandler's General Conditions Article 10, Construction Photographs: <ul style="list-style-type: none"> Includes four (4) Aerial Mapping Topography; one pre-construction, one (1) each every 3rd pay period and a final one w/as-builts.
1001.15	COUNTY EARTH MOVING PERMIT (DUST PERMIT)	<ul style="list-style-type: none"> Cost only for applying for and obtaining the permit See Bid Item No. 9 for Construction Water.

**EXHIBIT B
GMP**

AGE GMP Item #	Item Description	UM	Quantity	Unit Cost	Extended Cost
<u>GENERAL ITEMS</u>					
01	MOBILIZATION	LS	1	62,130.00	62,130.00
02	SWPPP (ALLOWANCE)	JOB	1	21,230.00	21,230.00
03	SURVEY AND AS-BUILTS (ALLOWANCE)(T&M)	LS	1	82,280.00	82,280.00
04	QUALITY CONTROL & MATERIAL TESTING (ALLOWANCE)	JOB	1	69,870.00	69,870.00
05	MESSAGE BOARDS (ALLOWANCE)	DY	1,440	30.00	43,200.00
06	TRAFFIC CONTROL	LS	1	117,540.00	117,540.00
07	PEDESTRIAN TRAFFIC CONTROL	LS	1	89,470.00	89,470.00
08	OFF DUTY POLICE OFFICER (ALLOWANCE)(1 OFFICER/ PROJECT DURATION)	HR	3,070	45.00	138,150.00
09	CONSTRUCTION WATER	LS	1	25,000.00	25,000.00
10	DUST CONTROL (DAILY)	LS	1	165,107.00	165,107.00
11	PUBLIC OUTREACH (ALLOWANCE)	LS	1	67,500.00	67,500.00
SUBTOTAL - GENERAL ITEMS					\$881,477.00
<u>STREET ITEMS</u>					
12	REMOVE ASPHALT	SY	9,181	10.28	94,380.68
13	REMOVE ADOT CONCRETE CURB & GUTTER	LF	5,943	4.65	27,634.95
14	REMOVE EXISTING STREET PAVERS (SALVAGE)	SF	21,586	2.00	43,172.00
15	REMOVE EXISTING CONCRETE SUB-BASE (INTERSECTION PAVER BASE)	SF	6,835	6.20	42,377.00
16	REMOVE CONCRETE BUS BAYS, DRIVEWAYS & V.G. APRON	SF	6,957	4.57	31,793.49
17	REMOVE EXISTING SIDEWALK & BRICK PAVERS	SF	29,864	1.67	49,872.88
18	REMOVE EXISTING SITE FURNISHINGS	LS	1	833.92	833.92
19	REMOVE & DELIVER TO C.O.C. EXISTING TREE GRATES	EA	23	36.25	833.75
20	REMOVE EXISTING CONCRETE AJ CHANDLER ENTRY MONUMENTS	EA	4	1,450.00	5,800.00
21	REMOVE MISCELLANEOUS CONCRETE PADS (2-ART SCULPTURE, 4 BEHIND EXIST MONUMENTS, 1 MID-PARK, 2 AJ CHANDLER COPPER SIGN POSTS)(ALLOWANCE)	EA	9	2,100.00	18,900.00
22	MASS GRADING (APPROXIMATELY)	LS	1	127,385.67	127,385.67
23	SUBGRADE PREP	SY	3,168	2.75	8,712.00
24	6.5" ABC	SY	3,168	21.63	68,523.84
25	ASPHALT SURFACE COURSE 12.5 MM (DEPTH VARIES)	TN	2,743	48.20	132,212.60
26	ASPHALT BASE COURSE (4.5" 19MM)	TN	792	76.27	60,405.84
27	REMOVE & REPLACE AC UTILITY TRENCH CROSSINGS (10" AC ON 8" ABC)	SY	1,380	66.67	110,405.52

28	MILL ASPHALT (2'-4" THICK) SECTION #1	SY	4,909	1.67	8,198.03
29	MILL ASPHALT (3" THICK) SECTION #3	SY	9,438	1.87	17,649.06
30	ADJUST/PRE-LOWER EXISTING VALVE BOX & COVER TO GRADE (MAG 270)	EA	41	280.00	11,480.00
31	ADJUST EXISTING MANHOLE RING & COVER (MAG 270)	EA	19	335.00	6,365.00
32	SURVEY MONUMENT (MAG 120-1A)	EA	6	240.00	1,440.00
33	SURVEY MONUMENT (MAG 270)	EA	1	100.00	100.00

SUBTOTAL - STREETS

\$888,476.23

CONCRETE AND HARDSCAPE ITEMS

34	SIDEWALK RAMP (4" THICK)(DTL SHT D9)(W/TRUNCATED DOMES)	EA	18	2,007.99	36,143.82
35	SIDEWALK RAMP (4" THICK)(DTL SHT D10)(W/TRUNCATED DOMES)	EA	8	1,770.73	14,165.84
36	VALLEY GUTTER & APRON (COC DTL C-233)	SF	820	9.43	7,732.60
37	6" VERTICAL CURB & GUTTER (MAG 220A)	LF	5,608	20.35	114,122.80
38	6" SINGLE CURB (MAG 222A)(TYPE A)	LF	15	59.90	898.50
39	DRIVEWAY (6"THICK)(MAG 250)	SF	1,328	11.78	15,643.84
40	4" PCC SLAB	SF	588	7.38	4,339.44
41	BUS BAY COC DTL C-230	SF	3,544	6.67	23,638.48
42	6" x 8" WIDE CONCRETE HEADER	LF	2,030	12.48	25,334.40
43	PARK FENCING (42" HEIGHT)	LF	430	78.72	33,849.60
44	PARK ROLL GATE (42" HEIGHT)(ALLOWANCE)	LS	1	15,000.00	15,000.00
45	CONCRETE (TYPE 1)(NATURAL GREY)(MEDIUM BROOM FINISH)	SF	26,910	10.23	275,289.30
46	CONCRETE (TYPE 2)(NATURAL GREY)(EXPOSED AGGREGATE FINISH)	SF	1,240	10.80	13,392.00
47	CONCRETE (TYPE 3)(LITHOCRETE)(BLUE)	SF	1,725	38.50	66,412.50
48	CONCRETE (TYPE 4)(LITHOCRETE)(GREEN)	SF	1,585	42.47	67,314.95
49	CONCRETE (TYPE 5)(LITHOCRETE AMBER)	SF	1,140	33.70	38,418.00
50	PAVERS (TYPE 1)(PEDESTRIAN)(PAVESTONE)(CITY STONE I, II, III)(2-3/8")(SET ON SAND ON 6" SLURRY)	SF	38,966	8.47	330,042.02
51	PAVERS (VEHICULAR)(CROSSWALK)(3-1/8" THICK)(SYMETRY)	SF	12,414	8.05	99,932.70
52	PAVERS (VEHICULAR)(INTERSECTION)(3-1/8" THICK)(CITY STONE I & II)	SF	0	5.21	0.00
53	PAVEMENT SECTION #4 (9" SUB-BASE FOR TYPE 2 VEHICULAR PAVERS)	SF	10,300	6.06	62,418.00

SUBTOTAL - CONCRETE AND HARDSCAPE ITEMS

\$1,244,088.79

STORM SEWER ITEMS

61	REMOVE EXISTING CONCRETE PIPE	LF	380	85.96	32,664.80
62	REMOVE CATCH BASIN	EA	13	1,630.63	21,198.19
63	CATCH BASIN (MAG 530)	EA	3	2,343.14	7,029.42
64	CATCH BASIN (MAG 531)	EA	1	2,294.31	2,294.31
65	CATCH BASIN (MAG 532)	EA	6	2,810.62	16,863.72
66	CATCH BASIN COP SINGLE 1572 Q	EA	20	1,758.00	35,160.00
67	STORM DRAIN MANHOLE (MAG 520 & 522)	EA	21	2,435.45	51,144.45
68	18" RGRCP (CLASS III)	LF	1,860	85.29	158,639.40
69	18" FIELD COLLAR	EA	9	855.81	7,702.29

70	18" RGRCP DROP CONNECTION	EA	4	1,961.50	7,846.00
71	18" RGRCP CONNECTION TO 84" OUTLET	EA	7	3,314.05	23,198.35
72	PLUG EXISTING 84" OUTLET	EA	4	1,928.27	7,713.08
73	NEW 24" RCRCP AT STA 212+55 (REPAIR OF SD & SS CONFLICT)	LS	1	21,484.84	21,484.84
74	NEW ST DROP MANHOLE AT STA 212+55 (REPAIR OF SD & SS CONFLICT)	EA	1	3,089.16	3,089.16

SUBTOTAL - STORM SEWER

386,028.01

SANITARY SEWER ITEMS

75	REMOVE EXISTING 12" DIP & REPLACE W/12" VCP	LF	36	172.48	6,209.28
76	6" VCP	LF	35	126.96	4,443.60
77	FURNISH & INSTALL 12" X 6" SADDLE WYE & CONNECTION	EA	1	1,940.88	1,940.88
78	BYPASS PUMPING	LS	1	9,976.29	9,976.29

SUBTOTAL - SANITARY SEWER ITEMS

22,570.05

WATER LINE ITEMS

79	REMOVE EXISTING 6" FH LATERAL PIPING	LF	740	63.26	46,812.40
80	REMOVE AND RELOCATE EXISTING FIRE HYDRANT	EA	15	1,352.87	20,293.05
81	1" TAP COMPLETE (EXCLUDES METER)	EA	18	1,387.90	24,982.20
84	6" DIP	LF	720	83.83	60,357.60
85	16" X 6" TS & V	EA	19	4,837.82	91,918.58
86	FURNISH & INSTALL NEW FIRE HYDRANT	EA	3	2,490.54	7,471.62
88	FURNISH & INSTALL 6" PLUG ON EXISTING VALVE	EA	14	206.92	2,896.88
89	6" VALVE BOX & COVER	EA	1	840.00	840.00

SUBTOTAL - WATER LINE

255,572.33

SIGNING & STRIPING ITEMS

90	SIGNAGE SUBCONTRACTOR MOBILIZATION	LS	1	350.00	350.00
101	AJ CHANDLER PARK COPPER CORNER SIGNS ON POLES (REMOVE & SALVAGE)	EA	2	75.00	150.00
102	REMOVE EXISTING SIGNS DELIVER TO COC	EA	15	50.00	750.00
103	PERFORATED SIGN POST COC DTL C-613	EA	3	85.00	255.00
104	SIGN POST FOUNDATION COC DTL C-613	EA	2	100.00	200.00
105	FLAT SHEET ALUMINUM SIGN PANEL, ENG. GRADE ADOT DTL	SF	51	17.35	884.85
106	STRIPING SUBCONTRACTOR MOBILIZATION	LS	1	2,000.00	2,000.00
107	4" WHITE EQUIVALENT PAINT	LF	44,461	0.10	4,446.10
108	4" WHITE EQUIVALENT THERMOPLASTIC	LF	2,870	0.20	574.00
109	4" WHITE EQUIVALENT TRANSVERSE THERMOPLASTIC	LF	11,745	0.45	5,285.25
110	4" YELLOW EQUIVALENT PAINT	LF	2,540	0.10	254.00
111	4" YELLOW EQUIVALENT THERMOPLASTIC	LF	2,540	0.20	508.00
112	BIKE SYMBOL (PAINT)	EA	10	55.00	550.00

113 BIKE SYMBOL (THERMOPLASTIC)	EA	10	165.00	1,650.00
114 ARROW SYMBOL (PAINT)	EA	13	35.00	455.00
115 ARROW SYMBOL (THERMOPLASTIC)	EA	13	90.00	1,170.00
116 PAINT BULL NOSE	EA	6	80.00	480.00
117 OBLITERATE EXISTING STRIPING	LF	10,000	0.75	7,500.00
118 OBLITERATE TEMPORARY 4" STRIPING	LF	20,000	0.75	15,000.00
119 TEMPORARY EQUIVALENT 4" STRIPING	LF	20,000	0.10	2,000.00
120 RAISED PAVEMENT MARKER D	EA	129	2.95	380.55
121 RAISED PAVEMENT MARKER G	EA	259	2.95	764.05

SUBTOTAL - SIGNING & STRIPING

\$45,609.80

LANDSCAPE & IRRIGATION ITEMS

122 EXISTING PALMS - SALVAGE AND REPLANT NEAR CITY HALL	EA	4	1,771.25	7,085.00
123 EXISTING OAK TREES - SALVAGE TO TEMPORARY NURSERY FOR OFF-SITE USE	EA	29	914.50	26,520.50
124 EXISTING PALO BREA TREES - SALVAGE TO TEMPORARY NURSERY FOR OFF-SITE USE	EA	7	914.50	6,401.50
125 STRUCTURAL SOIL	CY	0	69.50	-
126 20' - 24' TALL DATE PALM	EA	9	4,800.00	43,200.00
127 36 INCH BOX TREE	EA	148	457.00	67,636.00
128 5 GALLON SHRUB / ACCENT	EA	911	15.00	13,665.00
130 1 GALLON GROUND COVER	EA	1,259	6.00	7,554.00
132 DECOMPOSED GRANITE (KALAMAZOO MATERIALS, INC.)(3/8" SIZED APACHE RED)	SF	20,541	0.45	9,243.45
133 TURF RESTORATION (PARK SIDE)(EAST AND WEST SIDES)(ALLOWANCE)	SF	12,700	1.12	14,224.00
134 2" WATER SERVICE FOR LANDSCAPE IRRIGATION	EA	4	2,859.73	11,438.92
135 MOTOROLA IRRINET IRRIGATION CONTROLLER (ACE 48 STATION)	EA	1	16,855.00	16,855.00
136 MOTOROLA IRRINET IRRIGATION CONTROLLER (M - 48 STATION)	EA	1	16,353.00	16,353.00
137 MOTOROLA IRRINET IRRIGATION CONTROLLER (M - 24 STATION)	EA	1	10,836.00	10,836.00
138 MOTOROLA IRRINET IRRIGATION CONTROLLER (M - 12 STATION)	EA	1	14,978.00	14,978.00
139 1" REDUCED PRESSURE BACKFLOW ASSEMBLY W/ENCLOSURE	EA	2	1,345.00	2,690.00
140 1" REDUCED PRESSURE BACKFLOW ASSEMBLY W/ENCLOSURE FOR POTABLE WATER AT A.J. CHANDLER PARK	EA	3	1,345.00	4,035.00
141 2" REDUCED PRESSURE BACKFLOW ASSEMBLY W/ENCLOSURE	EA	4	2,500.00	10,000.00
142 GATE VALVE	EA	16	91.00	1,456.00
143 MASTER VALVE	EA	6	227.00	1,362.00

144 FLOW SENSOR	EA	6	585.00	3,510.00
145 DRIP VALVE ASSEMBLY	EA	27	240.00	6,480.00
146 EMITTER ASSEMBLY (MULTI-OUTLET)	EA	1,460	27.00	39,420.00
147 EMITTER ASSEMBLY (SINGLE-OUTLET)	EA	1,175	9.00	10,575.00
148 1-1/2" PVC SCHEDULE 40 CONDUIT	LF	3,500	1.55	5,425.00
149 3/4" SDR21 CLASS 200 PVC CONDUIT	LF	11,500	1.25	14,375.00
150 SLEEVE (6")(SCH 40 PVC)(2 PER D/W)	LF	4,250	4.55	19,337.50
151 IRRIGATION ASSEMBLY (POTS)	EA	8	175.00	1,400.00
152 TEMPORARY NURSERY (ALLOWANCE)	MO	9	363.89	3,275.01
153 MAINTENANCE/WARRANTY	MO	3	625.00	1,875.00

SUBTOTAL - LANDSCAPE & IRRIGATION

**\$
391,205.88**

SITE FURNISHINGS

154 RESURFACE EXISTING BENCHES AT AJ CHANDLER PARK (ALLOWANCE)	EA	16	500.00	8,000.00
155 BIKE RACK (FORMS + SURFACES)(TRIO)	EA	9	1,093.79	9,844.11
156 TRASH RECEPTACLE (LANDSCAPE FORMS)(LAKESIDE)(TOP OPENING)	EA	31	1,699.94	52,698.14
157 SITE BENCH (LANDSCAPE FORMS)(MIX #512)(NO ARMS, W/ DIVIDER, SURFACE MOUNT, PERFORATED)	EA	3	2,276.16	6,828.48
158 SITE BENCH (LANDSCAPE FORMS)(MIX #513)(NO ARMS, W/ DIVIDER, SURFACE MOUNT, PERFORATED)	EA	12	2,479.46	29,753.52
159 SITE BENCH (LANDSCAPE FORMS)(MIX #514)(NO ARMS, W/ DIVIDER, SURFACE MOUNT, PERFORATED)	EA	8	3,123.18	24,985.44
160 CHAIR (LANDSCAPE FORMS)(MIX)(SINGLE BACKED SEAT W/ END ARM RESTS)(SURFACE MOUNT& PERFORATED SEAT PANEL)	EA	43	2,406.35	103,473.05
161 CONCRETE ART TABLE (36" DIA.)(CLASSIC SERIES)	EA	4	1,067.44	4,269.76
162 STONE ACCENT TABLE (24" DIA.)	EA	12	1,942.82	23,313.84
163 TREE GRATE (IRONAGE)(IRON BAKED ON OIL FINISH)	EA	68	801.72	54,516.96
164 TREE GUARD (IRONAGE)(POWDERCOAT)(CUSTOM FOR 30" TREE GRATE OPENING)(24" HEIGHT)	EA	68	2,605.21	177,154.28
165 DRINKING FOUNTAIN (DEPENDABLE MDF - 440 W/ RECESSED HOSE BIB W/ LOCK DOOR)(SURFACE MOUNT)	EA	1	3,566.23	3,566.23
167 WATER BOLLARD (MDF 24 W/ HOSE BIBB LOCK COVER)(DIRECT BURY)	EA	9	1,412.34	12,711.06
168 CONCRETE PLANTER POTS - KORNEGAY - DUNE - LARGE	EA	4	2,438.73	9,754.92
169 CONCRETE PLANTER POTS - KORNEGAY - DUNE - MEDIUM	EA	2	1,545.73	3,091.46

170	CONCRETE PLANTER POTS - KORNEGAY - DUNE - SMALL	EA	2	1,475.23	2,950.46
171	SECURITY BOLLARDS	EA	36	1,843.91	66,380.76
SUBTOTAL - SITE FURNISHINGS					\$593,292.47
<u>TRAFFIC SIGNAL AND STREET LIGHTING ITEMS</u>					
172	MOBILIZATION ELECTRICAL SUB	LS	1	2,500.00	2,500.00
173	PRECONSTRUCTION PHASE SUPPORT (ALLOWANCE)	LS	1	17,500.00	17,500.00
174	RELOCATE EXISTING STREET LIGHT TO LOCATIONS WITHIN THE CORRIDOR (HISTORIC - STERNBERGS IN PARK)	EA	22	1,084.60	23,861.20
175	REMOVE & SALVAGE EXISTING GOOSENECK STYLE STREET LIGHT POLE / ARM	EA	23	154.00	3,542.00
176	REMOVE & SALVAGE TRAFFIC SIGNALS	LS	1	5,379.00	5,379.00
177	DEMO STREET LIGHT FOUNDATIONS	EA	45	1,593.80	71,721.00
178	DEMO TRAFFIC SIGNAL FOUNDATIONS	EA	11	2,473.78	27,211.58
179	REMOVE / DISPOSE EXISTING APS LIGHTING PULL BOX	EA	23	55.00	1,265.00
180	REMOVE / SALVAGE TO CITY EXISTING STREET LIGHT CONDUCTORS	LS	1	6,000.00	6,000.00
181	1" SCH 40 PVC ELECTRICAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	1,440	6.39	9,201.60
182	2" SCH 40 PVC TRAFFIC SIGNAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	905	4.59	4,153.95
183	3" SCH 40 PVC TRAFFIC SIGNAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	100	11.77	1,177.00
184	4" SCH 40 PVC TRAFFIC SIGNAL CONDUIT (WITH 1/4 INCH PULL ROPE)	LF	450	30.37	13,666.50
185	4" SCH 40 PVC INTERCONNECT CONDUIT W/3 1-1/4 INCH INNERDUCTS & 1/4 INCH PULL ROPE	LF	1,850	7.60	14,060.00
186	BORE (1) 4 INCH AT AZ AVE & CHANDLER BLVD. TO ACCOMMODATE VIDEO DETECTION CABLE (HORSESHOE INTERSECTION)	LF	520	46.86	24,367.20
187	2-1/2" PVC ELECTRICAL CONDUIT WITH 1/4 INCH PULL ROPE	LF	900	5.06	4,554.00
188	(2) 2-1/2" PVC ELECTRICAL CONDUITS WITH 1/4 INCH PULL ROPES	LF	1,900	8.46	16,074.00
189	JOINT TRENCH (2-1/2" ELECTRICAL CONDUIT) (4" PVC INTERCONNECT W/3 1-1/4 INCH INNERDUCTS)(1/4 INCH PULL ROPES)	LF	370	13.12	4,854.40
190	JOINT TRENCH ((2), 2-1/2" ELECTRICAL CONDUITS) (4" PVC INTERCONNECT W/3 1-1/4 INCH INNERDUCTS)(1/4 INCH PULL ROPES)	LF	3,750	14.22	53,325.00
191	DIRECTIONALLY BORE CONDUIT (STREET LIGHT)	LF	250	16.50	4,125.00
192	DIRECTIONALLY BORE (JOINT STREET LIGHT AND AUXILIARY POWER)	LF	140	16.50	2,310.00
193	DIRECTIONALLY BORE (AUXILIARY POWER)	LF	60	16.50	990.00
194	DIRECTIONALLY BORE FOR NEW MEDIAN LIGHTS AND RECEPTACLES	LF	60	16.50	990.00

223	RELOCATE OPTICOM EMERGENCY PRE-EMPTION DETECTORS (BOSTON, BUFFALO, CHANDLER BLVD)	EA	6	170.50	1,023.00
224	ECONOLITE SOLO-PRO 4-CAMERA VIDEO DETECTION SYSTEM (INTERSECTION)(NEW AT CHICAGO)	EA	1	28,028.00	28,028.00
225	RELOCATE EXISTING VIDEO DETECTION CAMERAS TO NEW LMA (FRYE, BOSTON, BUFFALO, CHANDLER BLVD)	EA	13	145.00	1,885.00
226	RELOCATE ILLUMINATED STREET NAME SIGN (BOSTON, BUFFALO)	EA	8	330.00	2,640.00
227	ILLUMINATED STREET NAME SIGN (CHICAGO)	EA	4	2,915.00	11,660.00
228	IN ROADWAY LIGHTING SYSTEM (CROSSWALKS)(LS FOR EACH INTERSECTION)(INCL CONDUCTORS)	LS/EA	3	38,968.70	116,906.10
229	TRAFFIC SIGNAL CONDUCTORS (ALL NEW CONDUCTORS)(LS FOR EACH INTERSECTION)(INCL. REMOVE/DISPOSE OF EXISTING CONDUCTORS)	LS/EA	5	6,500.00	32,500.00
230	8 PORT SERIAL SERVER (CHICAGO)	EA	1	1,377.20	1,377.20
231	8 PORT SINGLE MODE FIBER OPTIC TRANSCEIVER (CHICAGO)	EA	1	5,478.00	5,478.00
232	4 CHANNEL VIDEO SERVER (CHICAGO)	EA	1	2,761.00	2,761.00
233	SMFO CABLE (6 FIBER CABLE)	LF	100	3.96	396.00
234	SMFO CABLE (144 FIBER CABLE)	LF	6,600	3.41	22,506.00
235	FIBER OPTIC SPLICE CLOSURE & GATOR PATCH (INCL. SPLICING & TESTING) (CHICAGO)	EA	1	2,101.00	2,101.00
236	NO 5 PULL BOX (CONCRETE)(LANDSCAPE)	EA	75	258.50	19,387.50
237	NO 5 PULL BOX (TRAFFIC SIGNAL)(CONCRETE)	EA	6	280.50	1,683.00
238	No. 7 PULL BOX (TRAFFIC SIGNAL)(CONCRETE)	EA	110	467.50	51,425.00
239	REPLACE EXISTING NO. 7 PULL BOXES AND ADJUST TO GRADE (TRAFFIC SIGNAL)(CONCRETE)(FRYE, BOSTON, BUFFALO)	EA	12	467.50	5,610.00
240	No. 7 PULL BOX W/EXTENSION (INTERCONNECT & TS)(CONCRETE)	EA	7	522.50	3,657.50
241	No. 7 PULL BOX W/EXTENSION AND ADJUST TO GRADE (INTERCONNECT & TS)(CONCRETE)(FRYE, BOSTON, BUFFALO)	EA	5	440.00	2,200.00
242	No. 9 PULL BOX (INTERCONNECT)(COC STANDARD FOR INTERCONNECT)	EA	8	2,605.90	20,847.20
243	REPLACE NO. 9 PULL BOX LID/ADJUST PULL BOX	EA	3	1,328.80	3,986.40
244	IRRIGATION SERVICE PEDESTAL FOUNDATION	EA	1	407.00	407.00
245	IRRIGATION SERVICE PEDESTAL	EA	1	1,094.50	1,094.50
246	LIGHTING METERED SERVICE PEDESTAL (400 AMP)(COMPLETE)	EA	4	20,750.00	83,000.00
247	LIGHTING METERED SERVICE PEDESTAL FOUNDATION	EA	4	1,750.00	7,000.00
248	FOUNDATION FOR COMBO STREET / PEDESTRIAN LIGHT POLE	EA	24	650.00	15,600.00
249	SPREAD FOUNDATION FOR COMBO STREET / PEDESTRIAN LIGHT POLE	EA	12	1,045.00	12,540.00
250	FOUNDATION FOR PEDESTRIAN LIGHT POLE	EA	34		

				450.00	15,300.00
251	SPREAD FOUNDATION FOR PEDESTRIAN LIGHT POLE	EA	5	825.00	4,125.00
252	INSTALL ONLY COMPLETE - ARCHITECTURAL STREET / PEDESTRIAN COMBO LIGHT POLE / ARMS & AUXILIARY POWER RECEPTACLE	EA	33	253.00	8,349.00
253	FURNISH ONLY - ARCHITECTURAL STREET / PEDESTRIAN COMBO LIGHT POLE / ARMS & AUXILIARY POWER RECEPTACLE	EA	33	4,500.00	148,500.00
254	INSTALL ONLY COMPLETE - ARCHITECTURAL PEDESTRIAN LIGHT POLE / ARM	EA	39	187.00	7,293.00
255	FURNISH ONLY - ARCHITECTURAL PEDESTRIAN LIGHT POLE / ARM	EA	39	4,000.00	156,000.00
256	BANNER SUPPORT ARM (EACH POLE)	EA	33	200.00	6,600.00
257	LED STREET LIGHT LUMINAIRE (KIM LIGHTING WARP9LE)	EA	33	1,518.00	50,094.00
258	LED PEDESTRIAN LUMINAIRE (KIM LIGHTING WARP9SE)	EA	72	968.00	69,696.00
259	CONDUCTORS FOR RECEPTACLES, STREET LIGHTS, PED. LIGHTS, IRRIGATION PED. ALLOWANCE	LS	1	249,000.00	249,000.00
260	HYDREL 7000 SERIES KNUCKLE MOUNT FLOOD LIGHT ON 4" DIAMETER ROUND POLE ARM	EA	10	1,496.00	14,960.00
261	HYDREL 7000 SERIEC KNUCKLE MOUNT FLOOD LIGHT ON PEDESTAL STANCHION MOUNT W/GFCI OUTLET)	EA	10	1,584.00	15,840.00
262	FOUNDATION FOR HYDREL 7000 SERIES	EA	20	150.00	3,000.00
263	AUXILIARY ELECTRICAL OUTLET (PER DETAIL)	EA	155	500.00	77,500.00
264	CONDUIT & CONDUCTORS TO RE-FEED RELOCATED STERNBURG LIGHTS AT PARK	LS	1	24,457.00	24,457.00
265	RACEWAY & J-BOX FROM NEAREST NEW ELECTRICAL SERVICE TO PROPOSED WATER FEATURE AT NWC OF AZ AVE/BOSTON. CONDUCTORS INCLUDED.	LS	1	3,118.00	3,118.00
266	RACEWAY & J-BOX FROM NEAREST ELECTRICAL SERVICE TO PROPOSED PEDESTRIAN NODE AT SOUTH SIDE OF NEW PARKING STRUCTURE. CONDUCTORS INCLUDED.	LS	1	2,650.00	2,650.00
267	RE FEED EXISTING LIGHTING & RECEPES AT EXISTING MEDIAN FROM NEW ELECTRICAL SERVICE LOCATION. CONDUCTORS INCLUDED.	LS	1	17,375.00	17,375.00
268	RACEWAY AND JUNCTION BOX TO (2) IRRIGATION CONTROLLERS. CONDUCTORS INCLUDED.	LS	1	3,630.00	3,630.00
269	RACEWAY FOR ELECTRIC TO PROPOSED KIOSK, (1) 2 INCH CONDUIT, 200' MAX. OF TRENCH/CONDUIT. CONDUCTORS INCLUDED.	LF	1,200	10.93	13,110.00
270	RACEWAY FOR COMMUNICATION TO PROPOSED KIOSK, (1) 2 INCH CONDUIT, 200' MAX OF TRENCH/CONDUIT BACK TO ITS J-BOX OF VAULT. COMMUNICATION CABLE NOT INCLUDED.	EA	1,200	14.93	17,910.00
271	LOCATE, EXPOSE, REPAIR DAMAGED EXISTING ITS 4" DUCT, INSTALL NEW TRACER WIRE AND PULL LINE	LS	1	4,150.00	4,150.00

SUBTOTAL - TRAFFIC SIGNAL AND STREET LIGHTING

\$1,999,558.35

ELECTRICAL ITEMS

272	MOBILIZATION FOR UTILITY WORK	LS	1	2,500.00	2,500.00
273	ELECTRICAL & COMM JOINT TRENCH (ALL TRENCH, BORE, CONDUIT,	LF	506		

BACKFILL)			50.00	25,300.00
274 APS S1 DETAIL BY OPEN CUT	LF	195	8.70	1,696.50
275 APS S1 DETAIL BY BORE	LF	165	31.90	5,263.50
276 APS S3 DETAIL BY OPEN CUT	LF	220	9.55	2,101.00
277 APS S4 DETAIL BY OPEN CUT	LF	160	11.80	1,888.00
278 APS S4 DETAIL BY BORE	LF	290	37.00	10,730.00
279 APS P4 DETAIL BY BORE	LF	530	36.55	19,371.50
280 APS 3 PHASE TRANSFORMER PAD	EA	1	2,830.00	2,830.00
BORE 2-5" APS CONDUITS (125' E/OF AZ AVE TO 100' W/OF AZ AVE)(S/OF	LF	350	61.81	21,633.50
281 JB)				

SUBTOTAL - ELECTRICAL ITEMS

\$93,314.00

BRT ITEMS

282 REMOVE CURB & GUTTER	LF	254	6.72	1,706.88
283 REMOVE BUS BAY/BUST STOP CONCRETE	SF	1,845	3.22	5,940.90
284 REMOVE SIDEWALK	SF	1,422	1.34	1,905.48
285 REMOVE PALM TREES AND MISC. LANDSCAPE	LS	1	6,968.16	6,968.16
286 REMOVE EXISTING CATCH BASIN	EA	1	1,631.93	1,631.93
287 REMOVE EXISTING RGRCP PIPE	LF	25	68.26	1,706.50
288 REMOVE ASPHALT	SY	385	9.15	3,522.75
289 SUBGRADE PREP	SY	86	15.87	1,364.82
290 4.5" AC BASE COURSE (19MM)	TN	22	65.26	1,435.72
291 6.5" ABC	TN	29	63.36	1,837.44
292 6" VERTICAL CURB & GUTTER (MAG 220A)	LF	275	15.28	4,202.00
293 BUS BAY (COC DTL C-230)	SF	1,680	7.36	12,364.80
294 2" TCK TEMP AC SIDEWALK	SY	125	9.41	1,176.25
295 CATCH BASIN (MAG 532)	EA	1	2,726.71	2,726.71
296 18" RGRCP (CLASS III)	LF	10	110.18	1,101.80

SUBTOTAL - BRT ITEMS

\$49,592.14

CITY HALL FRONTAGE ITEMS

303 SECURITY BOLLARD (ALLOWANCE)	EA	34	2,500.00	85,000.00
4' SQUARE CONCRETE ART DISPLAY PAD (COST IS ESTIMATE	EA	1	5,400.00	5,400.00
304 FURNISHED BY DESIGN TEAM)				
PEDESTRIAN PAVERS CITY HALL (2 3/8" THICKNESS)(GROUND FACE MIX,	SF	915	9.19	8,408.85
305 COLOR: PEWTER)				
PEDESTRIAN CONCRETE PAVING (NATURAL GREY)(MEDIUM BROOM	SF	7,873	3.01	23,697.73
306 FINISH)				
PEDESTRIAN CONCRETE PAVING (NATURAL GREY)(EXPOSED	SF	4,876	9.27	45,200.52
307 AGGREGATE FINISH)				
DECOMPOSED GRANITE (KALAMAZOO MATERIALS, INC.)(3/8" SIZED	SF	910	0.45	409.50
308 APACHE RED)				
SEAT WALL AT CITY HALL (ALLOWANCE)(COST IS ESTIMATE FURNISHED	LF	50	470.00	23,500.00
309 BY DESIGN TEAM)				
RAISED SECURITY PLANTER (ALLOWANCE)(COST IS ESTIMATE	LF	36	600.00	21,600.00
310 FURNISHED BY DESIGN TEAM)				
RETAINING WALL (ALLOWANCE)(COST IS ESTIMATE FURNISHED BY	LF	254	470.00	119,380.00
311 DESIGN TEAM				
20' - 24' TALL DATE PALM	EA	2	4,800.00	9,600.00
312				
36 INCH BOX TREE	EA	7	457.00	3,199.00
313				
5 GALLON SHRUB / ACCENT	EA	100	15.00	1,500.00
314				
1 GALLON GROUND COVER	EA	77	6.00	462.00
315				
STAIR HANDRAILING (ALLOWANCE)(COST IS ESTIMATE)	LF	36	90.00	3,240.00
316				
STAIRS (ALLOWANCE)(COST IS ESTIMATE)	LS	1	10,000.00	10,000.00
317				
18" SECURITY SEATWALL (ALLOWANCE)(COST IS ESTIMATE FURNISHED	LF	36	470.00	16,920.00
318 BY DESIGN TEAM)				

SUBTOTAL - CITY HALL FRONTAGE ITEMS**\$ 377,517.80****NIGHT WORK SPECIAL ITEMS**

319 PLATING	LS	1	12,420.00	12,420.00
320 LIGHT TOWERS	LS	1	85,000.00	85,000.00
321 PLANT OPENINGS	LS	1	40,000.00	40,000.00

SUBTOTAL - NIGHT WORK SPECIAL ITEMS**\$137,420.00****MISCELLANEOUS ALLOWANCES**

322 DRY UTILITY & UNDEFINED ELECTRICAL SCOPES		1	50,000.00	50,000.00
323 TEMPORARY LIGHTING FOR PROJECT		1	50,000.00	50,000.00
324 MISC. LANDSCAPE & IRRIGATION		1	50,000.00	50,000.00
325 SUBCONTRACTOR BONDS (ALLOWANCE)		1	68,092.00	68,092.00

326	PROGRESSIVE CONCRETE MOBILIZATIONS (ADDITIONAL TO THE INCLUDED IN THEIR UNIT COSTS)(ALLOWANCE)		1	5,000.00	5,000.00
327	ISNS SIGN PANELS		12	500.00	6,000.00
328	ROOT BARRIER (ALLOWANCE)		1	35,000.00	35,000.00
329	PRESSURE WASH REMAINING EXISTING PAVERS		1	25,000.00	25,000.00
SUBTOTAL - MISCELLANEOUS ALLOWANCES					\$289,082.00
Subtotal #1 / Running Total #1 - Work Item Direct Costs					\$7,644,811.85
1001	General Conditions (Re: Exhibit B1)	MO	9.50	33,970.44	322,719.20
Subtotal #2 - Management Indirect Costs					322,719.20
Running Total #2 - Total Direct Costs + Management Indirect					7,967,530.85
1002	Contractor's Fee for Overhead and Profit (10%)	%			796,753.09
Subtotal #3 - Fee					796,753.09
Running Total #3 - Total w/o Bond, Insurance, Tax, and Contingency					8,764,283.94
1003	Builder's Risk, General Liability, Auto Insurance, etc. (1.5% of Running Total #3)	%			131,464.26
1004	General Contractor's Bond (1% of Running Total #3)(Allowance)	Allow			87,642.84
Subtotal #4 - Markups					219,107.10
Running Total #4 - Total w/o Tax and Contingency					8,983,391.04
1005	Sales Tax (COC 65% of 7.8% or 5.070% of Running Total #4) (Allowance)	%			455,457.93
1006	Tax Credits (Allowance) (Current Estimated Costs - Storm Drain, Irrigation Pipe, Potable, and Reclaimed Water Pipe)	Allow			(4,000.00)
Subtotal #5 - Tax					451,457.93
Running Total #5 - TOTAL (Before Contingencies)					9,434,848.97
1007	Construction Contingency (Re: Exhibit B2)	LS		590,408.88	590,408.88
Subtotal #6 - Construction Contingency					590,408.88

Running Total #6 - TOTAL (w/ Construction Contingency)		10,025,257.84	
1008 Owner's Contingency	LS	600,091.68	600,091.68
Subtotal #7 - Owner Contingency		600,091.68	
Running Total #7 - TOTAL GMP (w/ All Contingencies)		10,625,349.53	

**EXHIBIT B-1
GENERAL CONDITIONS**

AGE Item #	Item Description	Qty	Total % of Project	Unit	Unit Cost	Total Cost
	<u>GENERAL CONDITIONS</u>	9.5		MO		
1001.01	PROJECT MANAGER (Paul Ekstrom) (50%)	1,672	50%	HR	\$96.20	\$80,423.20
1001.02	PROJECT GEN SUPT (Gene Marshall) (100%)	1,672	100%	HR	93.00	155,496.00
1001.03	PROJECT PHOTOGRAPHY & VIDEO	1	100%	LS	25,000.00	25,000.00
1001.04	PROJECT OFFICE (1 EA)	9.5	100%	MO	750.00	7,125.00
1001.05	PROJECT YARD (CITY OWNED/FURNISHED)	9.5	200%	MO	0.00	0.00
1001.06	FIELD OFFICE AND YARD TEMPORARY POWER HOOKUPS (2 EA)	1	200%	EA	2,500.00	5,000.00
1001.07	FIELD OFFICE POWER AND UTILITIES	9.5	200%	MO	1,000.00	19,000.00
1001.08	STORAGE CONTAINERS (2 EA)	9.5	200%	MO	350.00	6,650.00
1001.09	MISC YARD TRASH DUMPSTERS (1ea/Mo)	9.5	200%	MO	500.00	9,500.00
1001.10	FIELD OFFICE TOILETS (2 EA)	9.5	200%	MO	100.00	1,900.00
1001.11	PROJECT FIELD TOILETS (2 EA)	9.5	200%	MO	100.00	1,900.00
1001.12	PROJECT ICE & DRINKING WATER	9.5	100%	MO	100.00	950.00
1001.13	CONSTRUCTION YARD FENCE (2 EA)	9.5	200%	MO	300.00	5,700.00
1001.14	OFFICE EQUIP & SUPPLIES	9.5	100%	MO	250.00	2,375.00
1001.15	COUNTY EARTH MOVING PERMIT (DUST PERMIT)	1	100%	EA	1,000.00	1,000.00
1001.16	HYDRANT METER FEE	2	100%	MO	350.00	700.00
1001	TOTAL PROJECT GENERAL CONDITIONS			LS		\$322,719.20

**EXHIBIT B-2
CONSTRUCTION CONTINGENCY**

AGE Item #	Item Description	Total Qty	Unit	Unit Cost	Total Cost
CONTINGENCIES					
1007.01	QUANTITY / SCOPE VARIATIONS 5% of Running Total Direct Costs Incl. Project Specific GC's - See Exhibit A)	1	LS	7,967,530.85	398,376.55
1007.02	COMMODITY ESCALATION (ASPHALT, CONCRETE, ABC)	1	LS	100,000.00	100,000.00
1007 SUBTOTAL #1 - CONSTRUCTION CONTINGENCY DIRECT COSTS					\$498,376.55
1002	Contractor's Fee for Overhead and Profit (10%)		%		49,837.66
Subtotal #2 - Fee					\$49,837.66
Running Total #2 - Total w/o Bond, Insurance, & Tax					\$548,214.21
1003	Builder's Risk, General Liability, Auto Insurance, etc. (1.5% of Running Total #2)		%		8,223.21
1004	General Contractor's Bond (1% of Running Total #2)(Allowance)		%		5,482.14
Subtotal #3 - Markups					\$13,705.35
Running Total #3 - Total w/o Tax					\$561,919.56
1005	Sales Tax (COC 65% of 7.8% or 5.070% of Running Total #3) (Allowance)		%		28,489.32
1006	Tax Credits (Allowance) (Current Estimated Costs - Storm Drain, Irrigation Pipe, Potable, and Reclaimed Water Pipe)		Allow TBD		
Subtotal #4 - Taxes					\$28,489.32
1007	Running Total #4 - TOTAL CONSTRUCTION CONTINGENCY COST				\$590,408.88

AGE Item #	Item Description	Total Qty	Unit	Unit Cost	Total Cost
OWNER CONTINGENCIES					
1008.01	LANDSCAPE, PAVERS, & IRRIGATION MODIFICATIONS (FUTURE BRT STATION)(NE CORNER CB & AZ AVE)	1	LS	35,000.00	35,000.00
1008.02	APS REWORK IN THE PARK (CONDUIT & CONDUCTORS)(RELOCATION/REPLACEMENT SERVICE PEDESTALS)(NEW 400 AMP PEDESTAL FOR FUTURE STAGE)(LANDSCAPE RESTORATION - \$10K)	1	LS	200,000.00	200,000.00
1008.03	FUTURE PEDESTRIAN MOCK-UPS (LITHOCRETE ONLY)	1	LS	10,000.00	10,000.00
1008.04	REFURBISH TOWERS (ARCHITECTURAL ENHANCEMENT OF PARK TOWERS)(ALLOWANCE)	1	LS	100,000.00	100,000.00
1008.05	18" SEAT WALL W/ VENEER	66	LF	210.00	13,860.00
1008.06	24" SEAT WALL W/ VENEER	42	LF	245.00	10,290.00
1008.07	6' DIA. CONCRETE ART DISPLAY PAD W/ VENEER	1	EA	8,000.00	8,000.00
1008.08	4' DIA. CONCRETE ART DISPLAY PAD W/ VENEER	3	EA	5,400.00	16,200.00
1008.09	3' DIA. CONCRETE ART DISPLAY PAD W/ VENEER	3	EA	4,400.00	13,200.00
1008.10	PADS FOR SIGNAGE ELEMENTS	1	LS	100,000.00	100,000.00
1008 SUBTOTAL #1- OWNER CONTINGENCY DIRECT COSTS					\$506,350.00
1002	Contractor's Fee for Overhead and Profit (10%)		%		50,655.00
Subtotal #2 - Fee					\$50,655.00
Running Total #2 - Total w/o Bond, Insurance, & Tax					\$557,205.00
1003	Builder's Risk, General Liability, Auto Insurance, etc. (1.5% of Running Total #2)		%		8,358.08
1004	General Contractor's Bond (1% of Running Total #2)(Allowance)		%		5,572.05
Subtotal #3 - Markups					\$13,930.13
Running Total #3 - Total w/o Tax					\$571,135.13
1005	Sales Tax (COC 65% of 7.8% or 5.070% of Running Total #3) (Allowance)		%		28,956.55
1006	Tax Credits (Allowance) (Current Estimated Costs - Storm Drain, Irrigation Pipe, Potable, and Reclaimed Water Pipe)		Allow TBD		
Subtotal #4 - Taxes					\$28,956.55
1008 Running Total #4 - TOTAL OWNER CONTINGENCY					\$600,091.68

**EXHIBIT C
PERFORMANCE BOND**

ARIZONA STATUTORY PERFORMANCE BOND
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$ _____), for the payment whereof, Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____ for construction of **SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS CITY PROJECT NO. ST0721-401** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

_____ AGENT OF RECORD	_____ PRINCIPAL SEAL
	By _____
_____ AGENT ADDRESS	_____ SURETY SEAL

**EXHIBIT D
PAYMENT BOND**

ARIZONA STATUTORY PAYMENT BOND
PURSUANT TO TITLES 28, 34, AND 41, OF THE ARIZONA REVISED STATUTES
(Penalty of this Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(hereinafter "Principal"), as Principal, and _____ (hereinafter "Surety"), a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto _____ (hereinafter "Obligee") in the amount of _____ (Dollars) (\$ _____), for the payment whereof, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20____ for construction of SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS CITY PROJECT NO.: ST0721-401 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this _____ day of _____, 20____.

AGENT OF RECORD

PRINCIPAL SEAL

By _____

AGENT ADDRESS

SURETY SEAL

CITY OF CHANDLER, ARIZONA
CERTIFICATE OF INSURABILITY

CITY OF CHANDLER PRIVILEGE TAX LICENSE

(Refer to Article 6.9, General Conditions; CONTRACTOR'S RESPONSIBILITIES)

PROJECT NAME: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS

PROJECT NUMBER: ST0721-401

Please attach current certificate per Article 6.9 General Conditions.

CITY OF CHANDLER, ARIZONA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

_____, Arizona

Date _____

Project Name: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
Project No.: ST0721-401

To the City of Chandler, Arizona

Gentlemen:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project. The undersigned further agrees to indemnify and save harmless the City of Chandler against any and all liens, claims or liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances and materials furnished for the performance of said installation.

Signed and dated at _____, this _____ day of _____ 20_____.

CONTRACTOR

By _____

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____ 20_____.

Notary Public

My Commission Expires

CITY OF CHANDLER, ARIZONA
PUBLIC WORKS DEPARTMENT

CERTIFICATE OF COMPLETION

Project Name: SOUTH ARIZONA AVENUE CORRIDOR IMPROVEMENTS
Project No.: ST0721-401

(TO BE COMPLETED BY CONTRACTOR)

I HEREBY CERTIFY THAT ALL GOODS AND/OR SERVICES REQUIRED BY CITY OF CHANDLER PROJECT NO. ST0721-401 HAVE BEEN DELIVERED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS AND ALL ACTIVITIES REQUIRED BY THE CONTRACTOR UNDER THE CONTRACT HAVE BEEN COMPLETED AS OF _____
(Date)

FIRM NAME: _____

PRINCIPAL: _____
(Name)

(Signature)

(Title)

DATE: _____

CERTIFIED BY ENGINEER/CONSULTANT:

(Signature)

DATE: _____

(Firm Name)

PROJECT ACCEPTED BY USER DEPARTMENT

(Signature)

DATE: _____

(Dept./Div.)

Date of Final Walk-Through

16.4. _____
Date As-Built Received

City As-Built Number

**City of Chandler
GENERAL CONDITIONS**